CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
FEBRUARY 6, 2024

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
3:00 P.M.

All City Council Meetings are live streamed on the city's website (https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings)

PUBLIC COMMENT

Verbal public comments may be given through a virtual public comment platform or in-person

If you want to provide a verbal comment during the Council Meeting, use the link below to join the virtual public comment room.

VIRTUAL PUBLIC COMMENT WAITING ROOM

Written comments may be submitted to publiccomment@flagstaffaz.gov. All comments submitted via email will be considered written comments and will be documented into the record as such.

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1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

MAYOR DAGGETT
VICE MAYOR ASLAN
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Regular Meeting of April 16, 2019, Work Session of May 14, 2019, Special Work Session of October 22, 2019, Combined Work Session/Special Meeting of November 8, 2022, Regular Meeting of November 15, 2022, Special Meeting of November 28, 2022, Work Session of November 29, 2022, Regular Meeting of December 6, 2022, Regular Meeting of December 20, 2022, Regular Meeting of June 6, 2023, Work Session of June 13, 2023, Retreat of June 23, 2023, Work Session of June 27, 2023, and Special Meeting of August 8, 2023.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of April 16, 2019, Work Session of May 14, 2019, Special Work Session of October 22, 2019, Combined Work Session/Special Meeting of November 8, 2022, Regular Meeting of November 15, 2022, Special Meeting of November 28, 2022, Work Session of November 29, 2022, Regular Meeting of December 6, 2022, Regular Meeting of December 20, 2022, Regular Meeting of June 6, 2023, Work Session of June 13, 2023, Retreat of June 23, 2023, Work Session of June 27, 2023, and Special Meeting of August 8, 2023.

5. PUBLIC PARTICIPATION

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

6. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** Love of Reading Month

B. **Proclamation:** Black History Month

7. COUNCIL LIAISON REPORTS

8. LIQUOR LICENSE PUBLIC HEARINGS

Applications under Liquor License Public Hearings may be considered under one public hearing and may be acted upon by one motion unless otherwise requested by Council.

STAFF RECOMMENDED ACTION:

1. Open the Public Hearing
2. Staff Presentation
3. Council Questions
4. Public Comment
5. Close the Public Hearing
6. Council Deliberation and Action

The City Council has the option to:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

A. **Consideration and Action on Liquor License Application:** Andrea Dahlman Lewkowitz, "ATL Wings," 1300 S. Milton Road, #107A, Series 12 (restaurant), New License.

STAFF RECOMMENDED ACTION:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

9. CONSENT AGENDA

All matters under Consent Agenda are considered by the City Council to be routine. Unless a member of City Council expresses a desire at the meeting to remove an item from the Consent Agenda for discussion, the Consent Agenda will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

STAFF RECOMMENDED ACTION

1. Approve the Consent Agenda as posted.

A. **Consideration and Approval of Contract:** Contract with EnviroSystems Management, Inc., in the amount of $204,816.25, for the Observatory Mesa Invasive Weed Treatment and Restoration Project.

STAFF RECOMMENDED ACTION:

1. Approve the Contract with EnviroSystems Management, Inc. in the amount of $204,816.25, for labor and supplies to treat 447.5 acres of invasive plants and to restore and seed 31.5 acres with native seed; and
2. Authorize the City Manager to execute all necessary documents.

B. **Consideration and Approval of Agreement:** Joint Funding Agreement between the U.S. Department of Interior, U.S. Geological Survey and the City of Flagstaff for Monitoring the C Aquifer of the Middle and Lower Little Colorado River Basins.

STAFF RECOMMENDED ACTION:

Approve the Agreement with the U.S. Geological Survey to contribute $71,080 over three (3) years.

C. **Consideration and Approval of Contract:** Professional Services Contract with Ardurra Group, Inc. for on-call professional engineering services to provide Water and Sewer Modeling and Development Impact Analysis (WSIA).

STAFF RECOMMENDED ACTION:

1. Approve the Professional Services Contract with Ardurra Group, Inc. for WSIA on-call professional engineering services for three (3) years in the total amount of $279,000.
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Cooperative Purchase Contract with ExerPlay, Inc. for the Ponderosa Trails Park playground replacement in the amount of $138,821.35.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract in the amount of $138,821.35 with ExerPlay, Inc. replacing the aged playground with a new playground as a turnkey project through the 1GPA Cooperative Purchasing Agreement #23-07P-04; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Contract Amendment:** First Amendment to the Contract with Emergency Management Partners, LLC for the Airport Emergency Plan Update and Support for the Development of the Airport's Triennial Full-Scale Exercise.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Contract with Emergency Management Partners, LLC for the Airport Emergency Plan Update and Support for the Development of the Airport's Triennial Full-Scale Exercise in the amount of $207,577 ($98,750 Airport Emergency Plan / $108,827 Triennial Full-Scale Exercise) (100% grant-funded by the Airport CARES Operational Grant); and
2. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Sands Motor Company, Inc. in the amount of $44,631.48, plus other fees and taxes, for the purchase of one (1) 2024 Chevrolet Silverado work truck for the Facilities Section.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Sands Motor Company, Inc. in the amount of $44,631.48, plus other fees and taxes, for the purchase one (1) 2024 Chevrolet Silverado Work Truck for the Facilities Section; and
2. Authorize the City Manager to execute the necessary document.

G. **Consideration and Approval of BNSF Railway Preliminary Engineering Agreement:** Downtown Mile Safety and Connectivity Project, Rio de Flag Flood Control Project, and Lone Tree Overpass Project Document Review.

STAFF RECOMMENDED ACTION:

1. Approve the Preliminary Engineering Agreement (Agreement) with BNSF Railway (BNSF) in the amount of $415,011.51; and
2. Authorize the City Manager to execute the necessary documents.

H. **Consideration and Approval of Contract:** First Amendment to the Contract with Corporate Technology Solutions, Inc. for the Verkada Security Camera Software in the amount of $75,395.68.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Contract with Corporate Technology Solutions, Inc. for the Verkada Security Camera Software adding $30,045.52, $21,233.52, and $24,116.64 to the contract for the libraries ($75,395.68 total, covering Flagstaff downtown, Flagstaff east side, and Tuba City libraries respectively); and
2. Authorize the City Manager to execute the necessary documents.

I. **Consideration and Approval of Contract Ratification:** Cooperative Purchase Contract with PFVT Motors, Inc. LLC (DBA Peoria Ford) in the amount of $255,962.97, in addition to other fees and taxes for the purchase of four fully electric Ford Lightning F150s (3 for FPD and 1 for Engineering).

STAFF RECOMMENDED ACTION:

1. Ratify the Cooperative Purchase Contract with PFVT Motors, LLC (DBA Peoria Ford) in the amount of $255,962.97, in addition to other fees and taxes for the purchase of four fully electric Ford Lightning F150s (3 for FPD and 1 for Engineering); and
2. Authorize the City Manager to execute the necessary documents.

J. **Consideration and Approval of Grant Agreements:** Grant agreements between the City of Flagstaff and specific community partners utilizing funding from the Arizona Department of Housing Homeless Shelter and Services Funds in the amount of $756,000.00.

STAFF RECOMMENDED ACTION:

1. Approve grant agreements with the following organizations, utilizing funding from the Arizona Department of Housing Homeless Shelter and Services Funds:

    - $61,802.28 to Community Assistance Teams of Flagstaff for the Homeless Mobile Outreach Program
    - $100,000.00 to Catholic Charities Community Services, Inc. for the PATH Outreach and Emergency Shelter Programs
    - $330,337.05 to Flagstaff Shelter Services, Inc. for the Emergency Shelter Program
    - $30,963.06 to Homeless Youth Connection for the Empowering Youth for the Future Program
    - $170,971.48 to Housing Solutions of Northern Arizona for the Homeless Transitional Housing Program
    - $61.926.13 to Northland Family Help Center for the Emergency Youth Shelter Program

2. Authorize the City Manager to execute the necessary documents for all agreements.

10. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2024-02:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 3 Business Regulations, Chapter 3-10 User Fees, Section 3-10-001-0004 Police Department to revise existing fees and add a new fee for Body Camera Video Review and Redaction; providing for penalties, repeal of conflicting ordinances, severability, providing for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2024-02 by title only for the final time
2) City Clerk reads Ordinance No. 2024-02 by title only (if approved above)
3) Adopt Ordinance No. 2024-02

B. **Consideration and Approval of Change in Commission Member Terms:** Change the Sustainability Commission Term Month and Current Commissioner Term Months

STAFF RECOMMENDED ACTION:

1. Change the Sustainability Commission member start and end term month from October to February.
2. Adjust the terms of the currently seated Sustainability Commissioners to end in February of the following year.

11. PUBLIC HEARING ITEMS

1. Open the Public Hearing
2. Presentations (Staff and/or Applicant)
3. Council Questions
4. Public Comment
5. Close the Public Hearing
6. Council Deliberation and Action

A. **Consideration and Adoption of Resolution No. 2024-05 and Ordinance No. 2024-03:** A resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-23-00136 - Residential Uses in the Public Facility (PF) Zone" and an ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, to allow residential uses (single-family, duplex, and multi-family dwellings) as a permitted use in the Public Facility (PF) zone.

STAFF RECOMMENDED ACTION:

At the February 6, 2024, Council Meeting:
1) Read Resolution No. 2024-05 by title only
2) City Clerk reads Resolution No. 2024-05 by title only (if approved above)
3) Read Ordinance No. 2024-03 by title only for the first time
4) City Clerk reads Ordinance No. 2024-03 by title only (if approved above)
At the February 20, 2024, Council Meeting:
5) Adopt Resolution No. 2024-05
6) Read Ordinance No. 2024-03 by title only for the final time
7) City Clerk reads Ordinance No. 2024-03 by title only (if approved above)
8) Adopt Ordinance No. 2024-03

12. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2024-06:** A resolution approving Binding Waivers of Enforcement for 3 parcels of land located in the City of Flagstaff.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-06 by title only
2. City Clerk reads Resolution No. 2024-06 by title only (if approved above)
3. Adopt Resolution No. 2024-06

B. **Consideration and Adoption of Resolution No. 2024-07:** A resolution approving an Intergovernmental Agreement between Coconino County and the City of Flagstaff for the Landfill Road Construction Project.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2024-07 by title only
2) City Clerk reads Resolution No. 2024-07 by title only (if approved above)
3) Adopt Resolution No. 2024-07

C. **Consideration and Approval of Contract:** Construction Manager at Risk (CMAR) Service Agreement - GMP1 with Rummel Construction, Inc. for the Landfill Road Improvement Project.

STAFF RECOMMENDED ACTION:

1. Approve the CMAR Construction Services Agreement - GMP 1 with Rummel Construction, Inc. for a Guaranteed Maximum Price (GMP1) in the amount of $4,887,944.86 and a contract duration period of 171-calendar days; and
2. Approve an Owner's Contingency of $172,020.37, which is 4.25% of the GMP1; and
3. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Adoption of Ordinance No. 2024-04:** An ordinance of the City Council of the City of Flagstaff, authorizing the exchange of real property of substantially equal value with a property owner, ZH Holdings Butler, LLC; providing for delegation of authority, severability, repeal of conflicting ordinances, and establishing an effective date

Consideration and Approval of Purchase Agreement with ZH Holdings Butler, LLC

STAFF RECOMMENDED ACTION:

At the February 6, 2024 Council Meeting:
1) Read Ordinance No. 2024-04 by title only for the first time
2) City Clerk reads Ordinance No. 2024-04 by title only (if approved above)
At the February 20, 2024 Council Meeting:
3) Read Ordinance No. 2024-04 by title only for the final time
4) City Clerk reads Ordinance No. 2024-04 by title only (if approved above)
5) Adopt Ordinance No. 2024-04
6) Approve the Purchase Agreement and authorize the City Manager to execute the necessary documents

E. **Consideration and Adoption of Resolution No. 2024-01:** A resolution of the Mayor and City Council of the City Of Flagstaff, Arizona, Recognizing the Watershed Alliance For The Rio De Flag (WARF)

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-01 by title only
2. City Clerk reads Resolution No. 2024-01 by title only (if approved above)
3. Adopt Resolution No. 2024-01

13. DISCUSSION ITEMS

A. Water, Wastewater, and Reclaimed Water Rates and Cost-of-Service Study - Presentation 3 of 3 on Capacity Fees & Introduction to Rate Designs

Staff and Stantec are seeking direction from City Council on these five elements of updating Capacity Fees as presented on January 23:

1. Utilize the Combined Methodology for calculating capacity fees
    a. Proceed with Stantec, Staff's, and the Water Commission's recommendation to follow the Combined Methodology for calculating the capacity fee for both the water and wastewater systems
    b. Revisit the Buy-In or Incremental methodologies for water and/or wastewater systems
2. Utilize system actuals as a basis for Level-of-Service calculations
    a. Proceed with Stantec, Staff's, and the Water Commission's recommendation to base the water and wastewater capacity fee level-of-service assumption on actual data
    b. Base capacity fee level-of-service assumption for water and/or wastewater on the water and wastewater design standards in City Code
3. Collect capacity fees towards the cost of future water supply infrastructure projects (such as Red Gap Ranch, direct potable reuse, or indirect potable reuse projects, at Council direction)
    a. Proceed with a capacity fee model that collects fees toward water supply infrastructure projects (two of six on the Water Commission shared concerns with this option; the other four were supportive of this option)
    b. Do not collect a portion of capacity fees towards a new water supply infrastructure project
4. Collect capacity fees towards the cost of a new wastewater treatment facility
    a. Proceed with a capacity fee model that collects fees towards a new wastewater treatment facility (one of six on the Water Commission shared a concern with this option; the other five were supportive of this option)
    b. Do not collect a portion of capacity fees towards a new wastewater treatment facility
5. Include or do not include loadings capacity along with the flow capacity as a basis for calculating the level-of-service for the wastewater system. (Water Commission recommended including loadings capacity)

14. PUBLIC PARTICIPATION

15. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS

16. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2024.

_____
Stacy Saltzburg, MMC, City Clerk

THE CITY OF FLAGSTAFF ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 48-hour advance notice, reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (928) 213-2076 or email at stacy.saltzburg@flagstaffaz.gov to request an accommodation to participate in this public meeting.

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

4. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	01/30/2024
Meeting Date:	02/06/2024

TITLE:

Consideration and Approval of Minutes: City Council Regular Meeting of April 16, 2019, Work Session of May 14, 2019, Special Work Session of October 22, 2019, Combined Work Session/Special Meeting of November 8, 2022, Regular Meeting of November 15, 2022, Special Meeting of November 28, 2022, Work Session of November 29, 2022, Regular Meeting of December 6, 2022, Regular Meeting of December 20, 2022, Regular Meeting of June 6, 2023, Work Session of June 13, 2023, Retreat of June 23, 2023, Work Session of June 27, 2023, and Special Meeting of August 8, 2023.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of April 16, 2019, Work Session of May 14, 2019, Special Work Session of October 22, 2019, Combined Work Session/Special Meeting of November 8, 2022, Regular Meeting of November 15, 2022, Special Meeting of November 28, 2022, Work Session of November 29, 2022, Regular Meeting of December 6, 2022, Regular Meeting of December 20, 2022, Regular Meeting of June 6, 2023, Work Session of June 13, 2023, Retreat of June 23, 2023, Work Session of June 27, 2023, and Special Meeting of August 8, 2023.

Executive Summary:

Minutes of City Council meetings are a requirement of Arizona Revised Statutes and, additionally, provide a method of informing the public of discussions and actions being taken by the City Council.

Financial Impact:

None

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance

Previous Council Decision on This:

None

Attachments: 04.16.2019.CCRM

05.14.2019.CCWS
10.22.2019.CCSWS
11.08.2022.CCWSSM
11.15.2022.CCRM
11.28.2022.CCSM
11.29.2022.CCWS
12.06.2022.CCRM
12.20.2022.CCRM
06.06.2023.CCRM
06.13.2023.CCWS
06.23.2023.CCR
06.27.2023.CCWS
08.08.2023.CCSM

CITY COUNCIL REGULAR MEETING
TUESDAY, APRIL 16, 2019
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
4:30 P.M. AND 6:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Evans called the meeting of the Flagstaff City Council held April 16, 2019, to order at 4:30 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: Acting City Manager Barbara Goodrich and City Attorney Sterling Solomon.

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The Council and audience recited the Pledge of Allegiance and Councilmember Odegaard read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. Consideration and Approval of Minutes: City Council Work Session of February 26, 2019.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to approve the City Council Work Session minutes of February 26, 2019.

Vote: 7 - 0 - Unanimously

5. PUBLIC PARTICIPATION

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

Dorde "George" Cedic, of Cultural Exchange Worldwide, addressed the Council and introduced the foreign exchange student Aizhan Anuarbek from the Republic of Kazakhstan.

Ms. Aizhan addressed the Mayor and Council, sharing information about her home country. She also talked about her experiences in America and conveyed her gratitude for the international exchange program.

6. PROCLAMATIONS AND RECOGNITIONS

A. Recognition of Flagstaff Northstars Hockey team

Councilmember McCarthy read a recognition for the Flagstaff Northstars and the Mayor and Council presented a certificate to the team. Members from the team presented Mayor Evans with a personalized Flagstaff Northstars hockey jersey.

B. Recognition of NJBLA Warriors

Councilmember Whelan read the recognition for the NJBLA Warriors and the Mayor and Council presented a certificate to the team. The captain of the team addressed Council stating their gratitude and announcing that they won the national championship and that they have been invited to play in Kaua'i, HI.

7. APPOINTMENTS

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

A. Consideration of Appointments: Parks and Recreation Commission.

Moved by Councilmember Charlie Odegaard, **seconded by** Mayor Coral J. Evans to appoint Steven Flannagan to a term expiring August 2021.

Vote: 6 - 0 - Unanimously

Moved by Mayor Coral J. Evans, **seconded by** Councilmember Charlie Odegaard to appoint Aurelia Yazzie to a term expiring August 2021.

Vote: 6 - 0 - Unanimously

8. LIQUOR LICENSE PUBLIC HEARINGS

A. Consideration and Action on Liquor License Application: Stephen Buysse, "Famous Pizza", 104 E. Route 66, Series 07 (Beer and Wine Bar), New License.

Mayor Evans opened the public hearing.

Police Sergeant Collin Seay provided a brief overview of the license. The applicant, Mr. Steve Buysse, was present in the audience to address any questions from the Council.

Councilmember Whelan asked whether all license applicants have undergone liquor license training and if the completion of training is confirmed. Sergeant Seay explained that training fulfillment is reported to the state, which oversees the training process. Councilmember Whelan inquired about the permission to sell beer and wine for off-site consumption, expressing reservations about selling six-packs at the restaurant. Sergeant Seay replied that the requested license would encompass the ability to both deliver and sell beer and wine for off-site consumption. He added that all series 07 licenses grant businesses the right to sell beer and wine for off-site consumption and to make deliveries. Mr. Buysse discussed the protocols for delivering beer and verifying the recipient's age, emphasizing that delivery drivers are trained to verify age.

Vice Mayor Shimoni asked if Mr. Buysse is aware of any other establishments delivering beer and wine to consumers. Mr. Buysse noted that all series 07 licenses have the capability, but his locations in Yavapai County primarily sell alcohol for off-site consumption within the store. He added that delivery is a rare occurrence.

Councilmember McCarthy clarified that the license comes with extra controls and is limited in nature. Mr. Buysse further elaborated on the specific controls associated with the license.

Councilmember Aslan questioned whether beer and wine could be purchased through online delivery from other stores, such as grocery stores. Deputy City Manager Kevin

Treadway explained that he believes a series 07 license would be required for such sales.

Councilmember Salas asked Mr. Buysse to provide more insight into his decision to transition the license from a series 12 to a series 07. Mr. Buysse explained that Famous Pizza rarely conducts alcohol deliveries and that he invests in series 07 licenses due to their appreciating value. However, part of the motivation for the new license is to enable customers to purchase alcohol and leave the premises.

City Attorney Sterling Solomon provided additional information about the various licenses that permit the sale of beer or wine for takeout.

There being no further comment, Mayor Evans closed the public hearing.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to forward the application to the State with a recommendation of approval.

Vote: 5 - 2

NAY: Councilmember Jamie Whelan
Councilmember Regina Salas

9. CONSENT ITEMS

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

Councilmember Whelan requested that Item 9-B be pulled for discussion.

Vice Mayor Shimoni requested that Item 9-C be pulled for discussion.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to approve all consent items except for 9B and 9C.

Vote: 7 - 0 - Unanimously

A. Consideration and Approval of Contract: To purchase two (2) 2020 Ford Police Interceptor Utility Hybrid vehicles, in the amount of $79,819.96 from Babbitt Ford Lincoln Mercury. It should be noted the aforementioned total includes the local Transaction Privilege Tax (2.051%) and the actual cost to the City will be $78,215.75.

STAFF RECOMMENDED ACTION:

1. Approve the contract award to Babbitt Ford for the purchase of two (2) 2020 Ford Police Interceptor Utility Hybrid vehicles at a total of $79,819.96 (includes all applicable taxes and fees).
2. Authorize the City Manager to execute the necessary documents.

B. Consideration and Approval of Purchase through an Invitation For Bids Process (IFB): Purchase of one (1) 2019 Chevrolet Bolt EV from Courtesy Chevrolet this fiscal year in the amount of $36,954.23. Potentially purchase two (2) more Chevrolet Bolt EV's in fiscal year 2020 for a total cost of $110,862.69.

Councilmember Whelan inquired about the locations where the charging stations would be placed for the vehicles. Public Works Director Andy Bertelsen responded that charging stations would be established, including at least one at the library. He also mentioned that both Economic Vitality and ParkFlag would utilize the requested vehicle.

Further, Councilmember Whelan sought clarification whether the contract pertains solely to the procurement of one vehicle in 2019 and not for an additional two vehicles in 2020. Mr. Bertelsen clarified that the contract exclusively covers the purchase of one vehicle in 2019.

Fleet Manager Greg Conlin supplemented the information, explaining that the request involves a contract for the acquisition of three vehicles, yet only one is being bought in 2019. The presented bid encompasses the cumulative cost under the contract.

Vice Mayor Shimoni inquired about the expenses associated with installing a charging station in the library garage. Mr. Conlin mentioned that a charger was acquired for $500, and the installation is estimated to cost around $500 as well.

Mr. Bertelsen emphasized that the current approval is strictly for the acquisition of a vehicle in 2019, and if the budget for 2020 is approved, only then would they proceed with additional purchases. Councilmember Whelan expressed concern that the current approval might inadvertently grant blanket authorization for 2020 purchases, which she is opposed to.

Councilmember McCarthy proposed a motion to approve the purchase of one vehicle at this time.

Mayor Evans sought clarification from the staff regarding whether approving the purchase of a single vehicle would impact the overall vehicle pricing. The staff assured Council that the price would remain unaffected and affirmed that the plan is to procure only one vehicle. The clarification satisfied Councilmember Whelan that the purchase aligns with her concerns.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Regina Salas to approve the purchase of 1 (one) 2019 Chevrolet Bolt EV from Courtesy Chevrolet in the amount of $36,954.23 in fiscal year 2019, and if approved during the budget process, purchase up to 2 (two) more Chevrolet Bolt vehicles at the same amount in fiscal year 2020 and to authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

C. **Consideration and Approval of Purchase through a Cooperative Purchase Contract:** The purchase of two (2) 2019 Chevrolet Silverado 2500 Pickup Trucks from Courtesy Chevrolet in the amount of $72,790.50.

Streets Section Director Scott Overton was available to address Council's inquiries regarding the proposed purchase.

Vice Mayor Shimoni inquired about the criteria that trigger the replacement of vehicles. Mr. Overton explained that the vehicles being requested are meant to replace supervisor vehicles from 2006. He requested Fleet Services Manager Greg Conlin to elaborate on the replacement triggers. Mr. Conlin stated that Fleet Management Policy outlines guidelines for replacements, stipulating that a vehicle should be replaced at either 150,000 miles or after 15 years. Replacement decisions are also influenced by maintenance costs and a point-based assessment system. The Fleet Department also considers the potential for

repurposing vehicles.

Vice Mayor Shimoni then directed questions to Mr. Conlin regarding the maintenance costs of the vehicles to be replaced, specifically a Ford S36 and a Ford S34. Unfortunately, Mr. Conlin did not have the maintenance cost information for the S36 and S34 available during the meeting. In addition, Vice Mayor Shimoni inquired whether plans for repurposing the vehicles had been determined. Mr. Conlin replied that the S36 vehicle would be repurposed for onsite use at the Landfill, and the S34 would be reserved for other assignments.

Vice Mayor Shimoni further probed whether these vehicles had encountered issues beyond meeting replacement criteria. Mr. Conlin noted that the S36 had experienced a transmission failure, a substantial repair job. The Vice Mayor also questioned whether there was potential to acquire vehicles with longer lifespans. Mr. Conlin explained that Fleet had negotiated a special warranty with a longer coverage period to extend the vehicles' longevity. He also addressed whether the purchase aligns with the community's desire for "high quality core service," stating that the vehicles, as frontline response and delivery service trucks, are vital for core services.

Councilmember McCarthy sought clarity on the requested Silverado, asking whether it was a full-sized pickup and why a larger vehicle was necessary instead of a smaller truck. Mr. Conlin and Mr. Overton clarified that the trucks are fully equipped, including small snow plows for snow events and emergencies. The vehicles are heavy-duty delivery trucks intended for frontline responses. The need for a larger truck stems from their capacity to tow other vehicles.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to approve the equipment purchase of two (2) 2019 Chevrolet Silverado 2500 Crew cab 4x4 LWB Pickup trucks from Courtesy Chevrolet in the amount of $36,395.25 per unit for a total cost of $72,790.50 through Cooperative Purchase Contract #ADOSP017-166120 with the Arizona Department of Administration, State Procurement Office; and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

D. **Consideration and Approval of Cooperative Contract:** Purchase of one (1) Commercial Front Load Refuse Truck and one (1) Residential Side Load Refuse Truck from Rush Truck Center Arizona through the Houston-Galveston Area Council Cooperative Purchase Agreement, Contract No. RH08-18.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of one (1) Commercial Front Load Refuse Truck in the amount of $278,839.67 each and one (1) Residential Side Load Refuse Truck in the amount of $301,229.85 for a total purchase amount of $580,069.52 from Rush Truck Center Arizona through the Houston-Galveston Area Council Cooperative Purchase Agreement, Contract No. RH-08-18.
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Cooperative Contract:** Purchase Itron 500W RIVA ERT(Encoder Receiver Transmitters) from Ferguson Water Works through a cooperative purchase contract in the amount not to exceed $300,000.

1. Approve the cooperative purchase contract with Ferguson Water Works through the State of Arizona contract ADSP014-074995 to purchase Itron 500W RIVA ERTs not to exceed $300,000; and
2. Authorize the City Manager to execute the necessary documents

F. **Consideration and Approval of Cooperative Contract:** For water meter exchange out and repair services for the *Water Meter Replacement Program* with Water Metering Services, Inc. through a cooperative purchase contract with the City of Tempe, AZ for a sum not to exceed $250,000 per fiscal year.

1. Approve the cooperative purchase contract with Metering Services, Inc. for water meter exchange out and repair services for the *Water Meter Replacement Program* through the City of Tempe Contract No. WUD14-I51-01 in a sum not to exceed $250,000 per fiscal year; and
2. Authorize the City Manager to execute the necessary documents

G. **Consideration and Approval of Proprietary Purchase:** Purchase of Saf-T-Chlor dry sodium chlorite and drums from CDG Environmental, LLC.

Approve the proprietary purchase of Saf-T-Chlor dry sodium chlorite and drums from CDG Environmental, LLC in the amount not to exceed $100,000 (One hundred thousand dollars) annually.

10. ROUTINE ITEMS

A. **Consideration and Adoption of Resolution No. 2019-03:** A resolution of the City Council of the City of Flagstaff, Arizona amending the Procurement Code Manual, Article 25, Change Orders, Sections 25.1 Change Order Process, Section 25.2 Change Order Conditions, and Section 25.3 Change Order Membership and establishing an effective date.

Councilmember McCarthy raised concerns about a proposed change that he believes might allow for multiple contract increases without requiring Council approval, as long as each individual change is under $50,000. Purchasing Manager Patrick Brown clarified that the staff summary contained outdated language and that the resolution had been updated to address the concern. The revisions, available in the red-lined procurement manual, provide the necessary updates. Mr. Brown proceeded to offer an update on the amendments to the Procurement Code Manual.

Councilmember McCarthy further inquired about exceptions related to task orders and the authority for division heads to approve changes up to $100,000 within 120 calendar days. He sought clarification whether it applies to the original contract or if it is an additional provision. Mr. Brown explained that the exceptions pertain to task orders specifically for professional services, such as projects involving professional design work. For task orders amounting to $100,000 or more, they must be reviewed either by the change order committee or brought before the Council. He emphasized that these change orders are encompassed within contracts that have already been Council-approved and are part of the approved budget.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to read Resolution 2019-03 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA AMENDING THE PROCUREMENT CODE MANUAL, ARTICLE 25, CHANGE ORDERS, SECTION 25.1 CHANGE ORDER PROCESS, SECTION 25.2 CHANGE ORDER CONDITIONS, AND SECTION 25.3 CHANGE ORDER MEMBERSHIP, AND ESTABLISHING AN EFFECTIVE DATE.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2019-03.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No. 2019-14:** A resolution approving the City of Flagstaff 2019/2020 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

Moved by Councilmember Regina Salas, **seconded by** Councilmember Austin Aslan to read Resolution 2019-14 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING THE CITY OF FLAGSTAFF 2019/2020 ANNUAL ACTION PLAN AND AUTHORIZING ITS SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to adopt Resolution No. 2019-14.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Ordinance No. 2019-03:** An ordinance of the Flagstaff City Council ratifying the grant and reservation of easements; and formally accepting dedications and donations of easements and real property interests; delegating authority; and establishing an effective date. ***(approving receipt/transfer of easements and real property interests)***

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan to read Ordinance 2019-03 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL RATIFYING THE GRANT AND RESERVATION OF EASEMENTS; AND FORMALLY ACCEPTING DEDICATIONS AND DONATIONS OF EASEMENTS AND REAL PROPERTY INTERESTS; DELEGATING AUTHORITY; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan to adopt Ordinance No. 2019-03.

Vote: 7 - 0 - Unanimously

D. **Consideration and Adoption of Ordinance No. 2019-04:** An ordinance of the Flagstaff City Council authorizing real property to be dedicated as right-of-way, delegating authority, and establishing a effective date.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2019-04 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING REAL PROPERTY TO BE DEDICATED AS RIGHT-OF-WAY, DELEGATING AUTHORITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to adopt Ordinance No. 2019-04.

Vote: 7 - 0 - Unanimously

E. **Consideration and Approval of Contract:** Exclusivity Agreement between the City of Flagstaff and NextEra Energy Resources Development, LLC.

Councilmember Odegaard inquired about the duration of the exclusivity agreement and was informed that the agreement covers one year for the property either at or near the premises.

Councilmember Whelan engaged in a discussion with Sustainability Manager Nicole Antonopoulos about the distinctions between clean and renewable energy and the associated challenges. Councilmember Whelan suggested the idea of a future conversation to explore the philosophies underlying both concepts, and Ms. Antonopoulos noted her consideration of the suggestion.

Mayor Evans directed a question to Ms. Antonopoulos regarding the potential expansion of a renewable energy portfolio to incorporate clean energy. Mayor Evans also highlighted that due to being in a regulated state, the city lacks the freedom to choose energy providers. In response, Ms. Antonopoulos explained that the proposed program would maintain cost efficiency, and there are upcoming opportunities that could address clean energy and potentially introduce 100% clean energy initiatives as well.

Vice Mayor Shimoni inquired about the potential financial benefits for the Hopi Nation from the leased land and was informed that the financial specifics are currently being determined through negotiations between NextEra and the Hopi Nation. He also raised questions about potential concerns associated with the project and the major challenges it might face. Ms. Antonopoulos responded that there are indeed numerous challenges and that the current step is the third phase within a lengthy process.

Councilmember Salas expressed the need for any future financial implications to be communicated to the Council. Ms. Antonopoulos assured that if successful negotiations lead to a power purchase contract, it would be presented to the Council for consideration.

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Austin Aslan to approve the exclusivity agreement with NextEra Energy Resources Development, LLC.

Vote: 7 - 0 - Unanimously

F. **Consideration and Approval of Contract:** Lease Agreement with American Airlines

Real Estate Manager Charity Lee stated that the lease is modeled on the United Airlines lease.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Charlie Odegaard to approve lease agreement with American Airlines.

Vote: 7 - 0 - Unanimously

RECESS

The 4:30 p.m. portion of the April 19, 2019, Regular Council Meeting recessed at 5:34 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Evans reconvened the Regular Meeting of April 19, 2019, at 6:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

11. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: Acting City Manager Barbara Goodrich and City Attorney Sterling Solomon.

12. PLEDGE OF ALLEGIANCE

The Council and audience recited the Pledge of Allegiance and Councilmember Salas read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

13. PUBLIC PARTICIPATION

Armando Bernasconi, CEO of Quality Connections, spoke before the Mayor and Council about the minimum wage and Senate Bill 1225.

Ben Brown presented his concerns to the Council regarding livestock within the City. He mentioned that he resides in the lower Greenlaw area and highlighted an issue with his neighbors having goats, leading to a problematic smell from the urine.

Members of the Indigenous Circle of Flagstaff had the opportunity to address the Council as well. They expressed their anticipation for continued discussions concerning the transformation of the old Public Works Yard into the Indigenous Cultural Community Center. Indigenous Coordinator Rose Toehe emphasized the partnership with the Indigenous Circle of Flagstaff and urged the Council to seriously consider utilizing the old Public Works Yard for the cultural center. They stated that they hoped Council would support the project and look ahead to establishing a permanent place for the Indigenous Cultural Community Center.

Mayor Evans explained the reason for wearing a hockey jersey that had been presented to her by the Flagstaff Northstars during the 4:30 p.m. meeting.

14. CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA

None

15. PUBLIC HEARING ITEMS

A. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2019-07:** An ordinance of the City Council of the City of Flagstaff, amending the McMillan Mesa Village Specific Plan development options for designated Development Area E1 for the purposes of developing a congregate care facility. **(McMillan Mesa Specific Plan Amendment requests for property located at 1831 N Jasper Drive)**

Mayor Evans opened the public hearing.

Planning and Development Manager Patrick St. Clair presented on the Zoning Map Amendment and Specific Plan Amendment request. He discussed the plot's location, the McMillian Mesa development, the requested amendments, and how the business park is designated for medical use, aligning with the current usage.

Councilmember Whelan expressed a hope for low vehicle usage and highlighted that certain Mountain Line routes were removed from the area due to congestion from narrow streets, suggesting that the City consider this congestion when allowing more businesses in the

area. She affirmed her support for the item and requested that staff assess transit options in the region.

Councilmember McCarthy added that the reduction in bus routes resulted from low ridership and clarified that congestion contributed to this reduction. Mayor Evans suggested exploring alternative routes and expressed interest in reviewing the area road map.

Mr. St. Clair continued the presentation, covering the Regional Plan, the McMillian Mesa Village Specific Plan, the project's alignment with plans, the role of the congregate care facility, zoning options, a comparison of existing and proposed zoning, the site plan, and architectural elevations.

Councilmember Whelan inquired about the 1992 traffic analysis. Mr. St. Clair explained that the original study was conducted in 1992 and has been revised since then.

Councilmember Salas voiced concerns about traffic.

Mayor Evans mentioned the possibility of conducting a traffic analysis in the future, noting that the option of a road over the back of the Mesa had been removed due to citizen efforts to preserve it as open space.

Vice Mayor Shimoni inquired about bus stops in the vicinity. Planning Director Tiffany Antol mentioned potential changes to the Gemini route but noted a stop on Forest and Gemini. She clarified that traffic needs for a congregate living home differ significantly from those of other facilities.

Councilmember Aslan requested that the Council consider the impact of rezoning on traffic congestion compared to the existing zoning.

Councilmember McCarthy affirmed that the proposal would not generate more traffic than the current zoning. He suggested that traffic issues stemmed from other entities like the school.

Mr. St. Clair continued the presentation, covering findings and staff recommendations.

Councilmember McCarthy asked if the presented points were included in the ordinance. Mr. St. Clair clarified that they were distributed between the two ordinances.

There being no public comment, Mayor Evans closed the public hearing.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Regina Salas to read Ord. 2019-07 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE MCMILLAN MESA VILLAGE SPECIFIC PLAN TO MODIFY DEVELOPMENT OPTIONS FOR DEVELOPMENT AREA E, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

B. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2019-09:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 3.34 acres of real property located at 1831 N Jasper Drive on parcel number 101-46-012A from Research and Development ("RD") to Community Commercial ("CC") for the purposes of developing a congregate care facility. **(Buron Inc. Zoning Map Amendment requests for property located at 1831 N Jasper Drive)**

Mayor Evans opened the public hearing.

Vice Mayor Shimoni inquired about the projected number of employees. The owners anticipated around 75 employees, with most in professional roles.

Margery Todd spoke on behalf of Highgate Senior Living, highlighting that they have nine communities in four states, targeting smaller cities. She presented their proposed 3-story, 87-bed Assisted Living and Memory Care community, mentioning the proximity to medical facilities on McMillian Mesa. Ms. Todd elaborated on assisted living, their core audience, and the expectation that residents will age in place. She emphasized Highgate's holistic approach through aromatherapy and commitment to purposeful living. She described their buildings as "very beautiful" and emphasized human connection. The project would create 75 new jobs and provide volunteer and internship opportunities. Addressing traffic, Ms. Todd stated their flexible three-shift schedule to avoid conflicts with Basis school and the limited impact on traffic.

Vice Mayor Shimoni inquired about making such a complex feel like home. Ms. Todd explained the design's "neighborhoods," secured memory and apartment areas, an all-day dining option, clubs, and programs for community building. The cost per resident is under $3,000.

Councilmember Whelan asked about permanent affordability and involvement with Medicaid and Medicare. Ms. Todd explained their discounts for employees and spouses but clarified they do not work with Medicaid and Medicare.

Councilmember McCarthy shared his personal experience with assisted care living and expressed support for the project.

There being no public comment, Mayor Evans closed the public hearing.

Vice Mayor Shimoni stressed the value of the project and desired affordability integration.

Mayor Evans noted the severe need for memory care in Flagstaff. She felt that including affordable housing into the business model might not be appropriate due to the specialized care, and zoning should be assessed based on traffic impacts, jobs, and the business type.

Vice Mayor Shimoni advocated for integrating affordability by having apartments available for sharing.

Mayor Evans acknowledged the value of the proposal.

Councilmember Odegaard agreed, deeming the proposal impressive.

Councilmember McCarthy affirmed the proposal's alignment with the Regional Plan.

Councilmember Salas supported the project for its high-quality jobs.

Councilmember Shimoni asked about affordability, particularly studios versus shared apartments. Ms. Todd explained that most residents prefer not to share space as they are already making significant changes, but shared apartments work best for residents who have known each other.

Councilmember Aslan expressed excitement and cautioned against micromanaging the project.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to read Ordinance No. 2019-19 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 3.34 ACRES OF REAL PROPERTY LOCATED AT 1831 N JASPER DRIVE ON PARCEL NUMBER 101-46-012A FROM RESEARCH AND DEVELOPMENT ("RD") TO COMMUNITY COMMERCIAL ("CC"), WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

16. REGULAR AGENDA

A. Consideration and Adoption of Resolution No. 2019-15: Adoption of Coconino Joint Land Use Study

Mayor Evans initiated the discussion. Community Development Director Dan Folke delivered a presentation on the Coconino County Joint Land Use Study (JLUS). He explained that the JLUS is a planning document centered around Camp Navajo, the Naval Observatory, and their surrounding communities. Mr. Folke covered the scope of the project study area, the study's procedural aspects, and future implementation plans. He emphasized that the City of Flagstaff aims to collaborate with Coconino County, the Naval Observatory, and Camp Navajo to synchronize developments and the Regional Plan. Additionally, he highlighted the significant portion dedicated to the Dark Skies initiative and outlined its impact on the Comprehensive Plan.

Councilmember Whelan inquired whether the discussions encompassed the potential biomass disposal at Camp Navajo. Mr. Folke responded that the Camp Navajo section does include a policy concerning that matter and detailed substantial conversations between Camp Navajo and the Observatory about the plan.

Vice Mayor Shimoni sought clarification on concerns related to the Dark Skies initiative and biomass disposal. He asked if a physical version of the plan was available. Mr. Folke mentioned that printed copies would be distributed to Councilmembers. Councilmember Aslan expressed excitement about the spread of the Dark Skies initiative.

Mayor Evans indicated her own attendance at some of the meetings and noted that Councilmember McCarthy had also participated in a few. Councilmember McCarthy elaborated that he assumed his position after Celia Barotz left Council and attended one meeting along with Councilmember Whelan. Mayor Evans underscored the significance of safeguarding dark skies for the various telescopes situated close to Flagstaff. She emphasized the importance of not only having someone to enforce Dark Skies regulations

but also an individual capable of educating the public about them. She voiced concerns about potential development at Camp Navajo, fearing that it might adversely affect both observatories.

Councilmember Salas shared an announcement that the upcoming Friday would feature a full moon, and the library was organizing a guided full moon hike at Buffalo Park.

Moved by Mayor Coral J. Evans, **seconded by** Councilmember Charlie Odegaard to read Resolution No. 2019-15 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION ADOPTING THE COCONINO JOINT LAND USE STUDY A COOPERATIVE LAND USE PLANNING EFFORT BETWEEN LOCAL GOVERNMENTS AND MILITARY INSTALLATIONS

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Regina Salas to adopt Resolution No. 2019-15.

Vote: 7 - 0 - Unanimously

B. **Consideration of Audited Financial Reports**: Year ending June 30, 2018

Finance Director Brandi Suda addressed the audit report. She reported that there were no negative marks in the audit and that the Audit Committee unanimously approved both reports.

Moved by Councilmember Charlie Odegaard, **seconded by** Vice Mayor Adam Shimoni to approve the FY 2018 Comprehensive Annual Financial Report and the FY 2018 Single Audit Report.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Ordinance No. 2019-06:** An ordinance of the Council of the City of Flagstaff, Coconino County, Arizona (1) providing for the sale and execution and delivery pursuant to a Series 2019 Utility System Revenue Trust Agreement of utility system revenue obligations, in one or more series evidencing proportionate interests of the owners thereof in installment payments of the purchase price to be paid by the City of Flagstaff, Arizona, pursuant to a Series 2019 Utility System Revenue Purchase Agreement to finance costs of certain improvements to the water and sewer utility system of the City; (2) authorizing the completion, execution and delivery with respect thereto of agreements necessary or appropriate as part of financing the costs of such improvements and paying related financing costs; (3) delegating to the Mayor, the City Manager, and the Management Services Director certain authority with respect to the purposes hereof; (4) authorizing the Management Services Director to expend all necessary funds therefor and (5) authorizing the Management Services Director or his designees to take all other actions necessary to the consummation of the transaction contemplated by this ordinance and establishing an effective date.

Management Services Director Rick Tadder discussed the debt service related to water revenue and highlighted that issuing debt is particularly advantageous due to the drop in interest rates.

Councilmember Whelan inquired about the nature of the debt, and Mr. Tadder clarified that the City had saved interest costs upfront through the process.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to read Ordinance No. 2019-06 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA (1) PROVIDING FOR THE SALE AND EXECUTION AND DELIVERY PURSUANT TO A SERIES 2019 UTILITY SYSTEM REVENUE TRUST AGREEMENT OF UTILITY SYSTEM REVENUE OBLIGATIONS, IN ONE OR MORE SERIES EVIDENCING PROPORTIONATE INTERESTS OF THE OWNERS THEREOF IN INSTALLMENT PAYMENTS OF THE PURCHASE PRICE TO BE PAID BY THE CITY OF FLAGSTAFF, ARIZONA, PURSUANT TO A SERIES 2019 UTILITY SYSTEM REVENUE PURCHASE AGREEMENT TO FINANCE COSTS OF CERTAIN IMPROVEMENTS TO THE WATER AND SEWER UTILITY SYSTEM OF THE CITY; (2) AUTHORIZING THE COMPLETION, EXECUTION AND DELIVERY WITH RESPECT THERETO OF AGREEMENTS NECESSARY OR APPROPRIATE AS PART OF FINANCING THE COSTS OF SUCH IMPROVEMENTS AND PAYING RELATED FINANCING COSTS; (3) DELEGATING TO THE MAYOR, THE CITY MANAGER AND THE MANAGEMENT SERVICES DIRECTOR CERTAIN AUTHORITY WITH RESPECT TO THE PURPOSES HEREOF; (4) AUTHORIZING THE MANAGEMENT SERVICES DIRECTOR TO EXPEND ALL NECESSARY FUNDS THEREFOR AND (5) AUTHORIZING THE MANAGEMENT SERVICE DIRECTOR OR HIS DESIGNEES TO TAKE ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS ORDINANCE AND ESTABLISHING AN EFFECTIVE DATE

17. DISCUSSION ITEMS

A. **Discussion/Direction:** Current Issues Before Arizona Legislature and Federal Issues.

No updates.

18. COUNCIL LIAISON REPORTS

No updates.

19. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Odegaard to place on a future agenda a discussion about ways that the City and a developer could leverage something to create a public art space.

Anthony Garcia provided public comment, expressing his approval of the discussed topic. He deemed the proposal beneficial, citing that numerous municipalities employ similar ordinances to incentivize developers to allocate a portion of their budget for public art installations. He suggested a trade-off for developers to incorporate public art, asserting that such a requirement could also generate new employment opportunities.

The majority of the Councilmembers expressed their support for the proposal and the discussion moved forward.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Whelan to place on a future agenda a discussion about developing a plan and recommendations for zoning for the upcoming work in the Fourth Street, Lone Tree, and I-40 corridors.

Councilmember Whelan expressed the intention to withdraw the item due to it involving privately-owned property.

Vice Mayor Shimoni inquired whether Councilmember Whelan anticipated potential legal actions or if there was another reason for requesting the withdrawal of the FAIR item.

Councilmember Whelan responded that obtaining the private property owner's consent was necessary, aiming to streamline the process and enhance its appeal. She asked Community Development Director Dan Folke whether the approach would indeed streamline the City's process and make it more attractive. Mr. Folke indicated that Councilmember Whelan was proposing the creation of a corridor plan.

Mayor Evans added that if a corridor plan is developed, property owners should be included in the conversation.

Councilmember McCarthy supported the idea of a corridor plan, suggesting that the FAIR item should progress with adjusted wording.

Councilmember Whelan provided further insight into the specific area she was considering, mentioning an existing JW Powell specific plan.

Vice Mayor Shimoni questioned the possibility of amending the zoning code. Mayor Evans clarified that zoning codes cannot be altered for private owners, though Council could establish a plan, but zoning adjustments are not feasible.

Councilmember Aslan expressed support for establishing a corridor plan.

The majority of Councilmembers supported moving this discussion forward.

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

Councilmember Odegaard requested staff to review the public comments made during the June 11, 2019 Work Session regarding animal control. He also mentioned being contacted via social media about private property panhandling and suggested that police aides educate private property owners about their rights concerning panhandling.

Councilmember McCarthy inquired about the old Public Works Yard. City Manager Goodrich responded that an update would be provided during the next week's Budget Retreat.

Councilmember Whelan requested a FAIR item to explore the possibility of reviewing the procurement policy with regards to the fleet policy. Mayor Evans explained the Arizona procurement law and the options available to the City within procurement. Councilmember Whelan also sought a FAIR item to ensure that the City's actions align with the Climate Action Plan, specifically in terms of purchasing items from Phoenix and bringing them to Flagstaff. City staff will create a Council Communication Report (CCR) to address the inquiry. City Manager Goodrich clarified that the fleet policy does not dictate purchasing policy, and Councilmember Whelan expressed the desire to review the fleet policy.

Vice Mayor Shimoni mentioned staying proactive about SB1225, which pertains to appropriations for developmental disabilities service providers. City Manager Goodrich indicated that this topic would be addressed during the Budget Retreat, with the possibility of allocating around $50,000 from carry-forwards for that purpose.

Councilmember Salas expressed gratitude to FMPO (Flagstaff Metropolitan Planning Organization) and the City for hosting a State Transportation Board tour and dinner she attended. She highlighted the identification of two transportation priorities at the last FMPO meeting: 4th Street and Lone Tree.

Mayor Evans addressed the issue of graffiti on private property.

21. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held April 16, 2019, adjourned at 9:04 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on April 16, 2019. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 6th day of February, 2024.

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, MAY 14, 2019
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
6:00 P.M.

MINUTES

1. Call to Order

Mayor Evans called the Work Session of May 14, 2019, to order at 6:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Pledge of Allegiance and Mission Statement

The Council and audience recited the pledge of allegiance and Councilmember McCarthy read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. Roll Call

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

PRESENT:	ABSENT:
MAYOR EVANS	
VICE MAYOR SHIMONI	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: Deputy City Manager Shane Dille; City Attorney Sterling Solomon.

4. Public Participation

Multimodal Planner Martin Ince addressed the Mayor and Council to discuss Bike to Work and School Week and distributed a flyer regarding the week's events. He mentioned that it is the 18th annual event organized by the Flagstaff Biking Association. He offered to arrange bikes for the Council if they needed them for the Kick-Off Ride, highlighted the week's events, and spoke about the commuter challenge.

The Thomas Elementary School Student Council presented to the Council. They explained that they are a group of third to fifth-grade students who meet during their lunch and recess periods with the goal of helping their peers grow. They mentioned that their most recent project was for Kindness Week, during which they worked to increase the level of kindness not just within their school but also in the greater Flagstaff community.

Mayor Evans requested a motion to suspend the rules of Public Participation so that Council would be able to greet the students.

Moved by Councilmember Salas moved to, **seconded by** Councilmember Odegaard to suspend the rules of Public Participation.

Vote: 7 - 0 - Unanimously

The Mayor and Council stepped down from the dais to greet the students and take photographs with them.

5. Review of Draft Agenda for the May 21, 2019 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

Councilmember Odegaard inquired about Item 12A: "Delivering land to affordable housing" and stated that he wanted a presentation on the different options available.

6. 2018 Building Code Adoption Update

Building Official Amy Palmer introduced herself and Building Plans Examiner Victoria St. Clair. Ms. Palmer acknowledged their County partners in the audience. She also introduced Sustainability Specialist Jenny Niemann and noted the support they have received from the Sustainability Section. They provided a PowerPoint presentation that covered the following:

- What is a Model Code?
- Update and Adoption Frequency
- Proposed Model Codes
- Why adopt an updated code?
- Code updates vs. local amendments
- Adoption Timeline
- Public Outreach
    - Target audience and advertising
    - Training Sessions
- Boards & Commission Meetings
    - The Building and Fire Code Board of Appeals did not recommend the adoption of proposed amendments due to concerns about blower door testing and EV vehicle

charging requirements.

- Code Updates and Amendments
- International Building Code
  - Electric Vehicle Charging
    - EV Ready
  - Play Areas
  - Building-integrated photovoltaic roof panels
  - Public toilet facilities
- International Existing Building Code
  - Snow Damage — 60 pounds per square foot
  - Emergency escape opening operation
- International Residential Code
  - Seismic Design Category Changed from D2 to a Seismic Design Category C
  - Garage receptacle outlet location
  - EV charging
    - The Boards and Commissions moved to approve this amendment excluding the Building and Fire Code Board of Appeals
  - IRC Appendices
    - Appendix Q Tiny Houses
    - Appendix R Light Straw-Clay Construction on non-load baring walls
    - Appendix S Strawbale Construction
    - Appendix T Solar-ready provisions
- International Mechanical Code
  - Solar thermal systems
- International Plumbing Code
  - Separate facilities, exception 4 added.
  - Drinking fountains
- International Fuel Gas Code
- International Solar Energy Provisions
- International Swimming Pool & Spa Code – New addition
- ICC A117.1-2017
  - Standard for Accessible and Usable Buildings and Facilities
  - General Site and Building Elements
- National Electrical Code
- International Energy Efficiency Code
  - Residential Provisions
    - Compliance Paths
      - Prescriptive – most restrictive
      - Total UA Alternative
      - Simulated Performance
      - Energy Rating Index (ERI) – introduced in 2015
    - Rating Index Compliance Alternative
    - ERI Compliance Alternative Report Example
    - Prescriptive Table R402.1.1 with 2018 values
    - Air Leakage and Blower door testing
      - The City and the County do not mirror each other since the County is suggesting the test be optional.
    - Ducts and Testing
      - The City and the County do not mirror each other since the County is suggesting the test be optional.
    - Service hot water systems and lighting equipment
    - Commercial Costs for Energy Provisions
      - Net savings of $9,900 due to the seismic recategorization

Mayor and Council thanked staff for the presentation and did not have any questions.

7. 2018 International Fire Code Adoption Update

Building Official Amy Palmer introduced Deputy Fire Chief Jerry Bills, who gave a presentation on updating the fire code to include the latest NFPA standards. He mentioned that the 2012 Fire Code was adopted in 2016 and that this marked the first time in 14 years that the Fire Department had collaborated with the Building Department on updates, making the process much smoother. The presentation slides covered the following points:

- 2012 IFC to 2018 Changes
- Addition of Chapter 12
  - Supportive of the CAP Plan
- Commercial Hood/Cleaning is now in the Fire Code
- 2012 IFC to 2018 Not Changed

Councilmember Odegaard sought clarification on exemptions for existing bars and restaurants. Deputy Fire Chief Bills explained that two historic buildings were exempt, while all other buildings already had sprinklers, and new buildings would need to comply with the code.

Councilmember Whelan inquired about additional expenses for businesses or promoters. Deputy Chief Bills stated that there would be no additional expenses and that the new code might even be cost-effective for new builders.

During the public comment period, Joe Shannon from the Sierra Club of Northern Arizona, Rick Moore from the Grand Canyon Trust, Alan Francis, and Tom Scheel, who owns a green plumbing company, expressed their support for the proposal.

Councilmember Whelan asked Mr. Scheel to explain what he meant by "over-the-counter" permit applications. Mr. Scheel provided examples and clarified the process for obtaining permits for various projects.

Vice Mayor Shimoni asked Mr. Scheel to discuss roof pathways and their impact on supporting solar installations. Mr. Scheel explained the benefits of roof pathways for firefighter safety, green energy, and tension but mentioned that they might limit the number of solar panels that can be installed on a roof.

Councilmember Whelan inquired about expediting the process, and Ms. Palmer stated that the City could explore this option. Mayor Evans suggested that the conversation could be revisited in the future, and all Councilmembers expressed interest in exploring the idea at a later meeting.

Community Development Director Dan Folke mentioned that there is typically a published schedule for permits that is often exceeded.

Councilmember Whelan asked if there was a need for more staff to collect data, and Ms. Palmer clarified that the data had already been collected over the course of a year.

Councilmember Odegaard discussed snow load and damages in 2010, inquired about savings for consumers, and suggested that the City needs to prepare for a rapidly transitioning market.

Councilmember Salas asked about public outreach efforts and received a summary of the efforts and findings.

Councilmember McCarthy asked about the costs of electric vehicle ports and was told that the cost was similar to installing an electrical outlet for a dryer in the garage.

Councilmember Odegaard pointed out that housing is becoming very expensive, and the requirement for EV ports could drive costs up, especially considering that only about 25% of the community owns their own homes.

Councilmember Aslan expressed that the measure will ultimately save money and make homes more affordable.

Mayor Evans noted that a majority of Council supported moving the item forward while also expressing concerns about costs to the community.

8. Evaluation of ADA accessible parking options for the new City Court Facility location

Project Manager Christine Cameron introduced herself and presented staff recommendations on ADA parking at the new City Court facility. She expressed that staff previously presented to Council on March 5, 2019, regarding the Courthouse, and a recommendation regarding parking was requested. The presentation covered the four options that staff had discovered. The City Council Report (CCR) outlining the items was sent to Council in April. Since then, the recommendations have been reprioritized and renumbered, with modifying the secure Court staff parking and procuring adjacent private property falling to the bottom of the recommendations. The secure parking is deemed necessary, and private property costs are too high. The presentation included:

- ADA Accessible Parking Options
  - Modify Secure Court Staff Parking – not suggested
  - Procure Adjacent Private Property – not cost affordable for long-term security
  - Modifying the Playhouse Parking – ADA patrons would have to cross Beaver Street
  - Modify On-Street Parking – Preferred recommendation.
- On-Street Curb Side Parking Exhibit – Wider spaces than normal.
- Staff's Recommend Option

Mayor Evans inquired about the ADA parking, and staff spoke about the potential ADA spots in town and the two spots that will be at the Courthouse.

Councilmember Whelan asked how many spots are at the building. Staff spoke about the 19 spots located in the secure area and how one spot is reserved for ADA Court staff.

Vice Mayor Shimoni also asked about the ADA accessible spots at the Courthouse, and Community Development Director Dan Folke added that the number of spaces required for ADA spaces is determined by the parking lot location. He added that for a 19-space parking lot, one ADA space would be required, and the recommendation is for three spots.

Councilmember McCarthy expressed his satisfaction with the plan.

Councilmember Aslan asked about curbside parking on Beaver Street, adding that the grades on Cherry are much gentler than on Beaver Street.

Councilmember Odegaard stated that he is not in favor of doing anything with the secure parking lot and that he would like to see one more ADA parking space added on Cherry.

The Council gave direction to move forward with the addition of two ADA parking spaces with the understanding that staff will continue to look for additional ADA parking. There was no support to remove secure parking.

Mayor Evans called a ten-minute break at 8:13 p.m.

9. **Discussion:** Developing a policy to prioritize water uses in times of shortage, in the context of public investment, and for community planning

Councilmember Whelan stated that she brought this item up to determine if there was a plan for prioritizing actions during times of water shortages and policies regarding reclaimed water. She added that she believes it is time to initiate a discussion on the matter, and the discussion should encompass reclaimed water.

Vice Mayor Shimoni stated that there is a plan in place for prioritizing water usage, but not specifically for reclaimed water. Water Resources Manager Erin Young mentioned that there is a Water Wise Plan, and the City is currently at Strategy Level One. She explained that there are two other levels based on system capacity that further restrict water use.

Councilmember McCarthy raised concerns about the cost of using reclaimed water if there is a shortage to replenish the aquifer.

Vice Mayor Shimoni and Councilmember Salas expressed their support for discussing the item further.

The Council indicated their support for advancing the discussion within the FAIR process.

10. **Discussion:** Continue communicating with the Arizona Board of Regents and invite them to a meeting or send a letter with concerns about impacts on the City.

Mayor Evans stated that she and the City Manager had a meeting with the NAU President last week, and she shared details of the conversation.

Councilmember Whelan expressed her concerns and suggested inviting the Arizona Board of Regents (ABOR) to a Council Work Session.

Vice Mayor Shimoni added that he would like to see ABOR participate in an open meeting with the City.

Council proposed writing a letter to ABOR and having NAU President Rita Cheng sign the letter. Mayor Evans expressed her reluctance to have President Cheng sign the letter.

Council further discussed the idea of writing a letter and had some reservations about that approach.

Council deliberated the possibility of an in-person meeting and directed staff to work on an in-person meeting or a letter.

11. **Discussion/Direction:** Current Issues Before Arizona Legislature and Federal Issues.

Management Analyst Cliff Bryson gave an update on the State Legislature.

- General Legislative Overview
  - 177 Bills remain active
- State Budget Overview
  - Possible adoption of language to implement Wayfair
- Tobacco Bills
  - Limiting ability to impose a tax on reconstruction
  - Strike everything amendment
  - Allow any city or towns to adopt ordinances or resolutions to make more restrictive
  - SB1147 is opposite bill of HB2357. SB1147 is a bad bill and HB2357 a good bill.
- HB2672
  - Waiting for house vote.

Councilmember McCarthy inquired whether the lobbyist is effectively educating on the true purpose and intent of the bills. Mr. Bryson responded that lobbyist Todd Madeksza is actively working to educate the legislative body.

Vice Mayor Shimoni asked if the E-bike bill had been signed, and Mr. Bryson confirmed that the Governor had indeed signed it.

12. **Public Participation**

Steve Finch, representing Flagstaff Lodging, Tourism, & Restaurant Association (FLRTA), addressed the Council. He began by apologizing for missing last Monday's meeting with the Chamber of Commerce. He expressed agreement with Vice Mayor Shimoni's remarks regarding the use of bicycles to reduce reliance on cars and appreciated Councilmember Whelan's comments on the minimum wage. Mr. Finch pointed out that the unemployment rate in Flagstaff is currently at 7%, which is higher than the national average, and he suggested that this might be influenced by the minimum wage. He expressed his gratitude for the meeting and the valuable insights provided by the Council.

13. **Informational Items To/From Mayor, Council, and City Manager; future agenda item requests**

Councilmember McCarthy reported attending the Dark Skies event at Lowell Observatory, where he had the opportunity to visit the basement and view the photographic plate used to discover Pluto.

Councilmember Aslan attended Housing Solutions of Northern Arizona's Breakfast event, where Vice Mayor Whelan served as the Emcee.

Vice Mayor Whelan congratulated Flagstaff High School for winning the Vans Custom Shoe Competition, which awarded them a $75,000 prize.

Councilmember Shimoni suggested inviting Flagstaff High School students to a meeting to congratulate them. He also had a FAIR request to review the process for applying for rezones and for builders in general to ensure successful construction projects. Mayor Evans suggested that Councilmember Shimoni have a discussion with city management to understand the current process and then bring the issue forward if necessary.

Deputy City Manager Dille mentioned that it is Police Memorial Week and that tomorrow Councilmember Odegaard would read a fallen officer proclamation.

Mayor Evans and Councilmember Odegaard attended the commissioning ceremony for Airforce/ROTC officers. Mayor Evans requested adding a FAIR item to the calendar to discuss fees for special events on private property.

14. Adjournment

The Flagstaff City Council Work Session of May 14, 2019 adjourned at 9:23 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL SPECIAL WORK SESSION
TUESDAY, OCTOBER 22, 2019
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
6:00 P.M.

MINUTES

1. Call to Order

Mayor Evans called the Special Work Session of the Flagstaff City Council held October 22, 2019, to order at 6:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Pledge of Allegiance and Mission Statement

The Council and audience recited the Pledge of Allegiance and Councilmember Salas read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR EVANS	COUNCILMEMBER ASLAN
VICE MAYOR SHIMONI	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER SALAS	
COUNCILMEMBER WHELAN	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

Northern Arizona University President Rita Cheng invited Mayor and Council to the Northern Arizona University (NAU) Homecoming. This year's Homecoming is NAU's 120th-anniversary. President Cheng shared some facts highlighting the successes of NAU. The NAU band performed to give Mayor and Council a taste of Homecoming.

Miranda Sweet addressed Mayor and Council regarding the Rio de Flag issue. She stated that she believes that the Rio de Flag is one of the most important issues facing Flagstaff. She addressed the box culverts, how they would be maintained, and what they would look like due to the project.

Charlie Silver addressed Mayor and Council. He complimented the Parks Department on the maintenance of the Flagstaff Urban Trail System (FUTS) trail, especially between Arrowhead Avenue and Route 66. He stated that the FUTS trail segment is beautiful, and the landscaping is well done. He also shared that he and his wife spoke to a ten-year-old boy regarding Flagstaff and asked him how he likes Flagstaff. He stated that the boy said he loves Flagstaff except for the new, big buildings. Mr. Silver felt that was very telling.

5. Recognition of the Inaugural Cohort of Climate Leaders

Sustainability Manager Nicole Antonopoulos addressed the Mayor and Council and introduced part-time Climate Engagement Coordinator Lee Bryant, who explained the inaugural Flagstaff Climate Leadership course. She thanked Mayor Evans for addressing the group about climate change. She explained that the participants who took the course committed to 30 hours of education over eight 3-hour weekly sessions from August to September, and that there were 14 graduates from the first class. She added that those 14 participants have agreed to volunteer 30 hours each for climate-related activities. Ms. Bryant introduced and recognized the Climate Action Leaders.

The Mayor and Council congratulated the class on their success and took a photo with them. Vice Mayor Shimoni asked Ms. Bryant if another course is planned. Ms. Bryant stated that they are considering merging the Master Recyclers Program with the Climate Leaders Program. She added that an online course may be developed by one of the volunteers for individuals who cannot dedicate the time to attend eight 3-hour classes in person. Vice Mayor Shimoni suggested that the community might appreciate classes integrating video messaging and updates.

Mayor Evans expressed her excitement about the online class option. She inquired about what a youth-specific program would look like or if there could be a Spanish course for Spanish speakers. She also suggested exploring the possibility of an accelerated weekend course.

Ms. Bryant noted that they are currently exploring those improvements. Mayor Evans added that Sedona and Verde Valley have also expressed interest in the program.

6. General Fund Revenue and 5-Year Plan Update

Management Services Director Rick Tadder gave a presentation to Mayor and Council on the fiscal year 2019 Transaction Privilege Tax Revenue (TPT) and Five-Year Plan update. Finance Director Brandi Suda was in attendance to speak to Council as well. Slides included:

- Topics
- History of Sales Tax Collections
  - Mr. Tadder shared that the Arizona Department of Revenue charges the City $193,000 annually for processing the sales tax.
- General Fund Sales Tax Revenues
- General Fund Sales Tax Revenues Chart
- General Funds Sales Tax Revenues Continued
- General Fund Sales Tax Revenues Table
- ADOR and Education

Councilmember Salas asked about the anomaly with Flagstaff's sales tax being lower than previous years. Mr. Tadder stated that other Arizona cities have had an increase in their tax collections, but Flagstaff had a 4% decrease. Councilmember Salas asked if there needed to be a discussion about staffing for sales tax auditing. Mr. Tadder stated that there was a contract with an outside auditor and that the number of collections staff increased. Councilmember Salas mentioned the work that Economic Vitality has done with the local business community.

Mayor Evans stated that the City is down in revenue in restaurants, bars, and construction. She stated that restaurants and bars are based on people's discretionary funds and that the minimum wage increases will impact those line items. She also stated that construction goes up and down and she is concerned that the City is not collecting all of the construction sales tax. She added that the City was previously able to generate reports based on geographic location when they collected the sales tax. She asked Mr. Tadder if those reports could be generated from the State. Mr. Tadder stated that it would be a great amount of work based on what the State sends to the City. Mayor Evans stated that she wants to see what the fee the State charges for collecting sales tax actually provides to the City. She stated that the City needs to get a better understanding of what the retail sales tax entails and how the BBB tax breaks down. She stated that she believes that the restaurant sales tax revenue is lower and she believes that the lower sales tax revenue is based on the lack of discretionary funds.

Councilmember Whelan asked if staff positions in Revenue were cut or reassigned to other departments when the department contracted in size. Mr. Tadder stated that two to three positions were cut and other employees were repositioned. She also asked about the huge dip when the State started collecting sales tax revenues. She stated that Council gave the direction on watching the State regarding the sales tax revenues. She understood from the presentation that staff had not been watching the State closely. Mr. Tadder stated that staff may not have been watching the detail, but they were watching from a cash collection aspect. He added that most of the time, staff is very close on the projections, but this year has been different. Councilmember Whelan asked Mr. Tadder to explain the sales tax payment system. Mr. Tadder stated that the sales tax goes directly to the Arizona Department of Revenue (ADOR) and anything they collect from Friday through Thursday is paid to the City the following Monday. He explained that ADOR distributes the payments to the cities and towns. Councilmember Whelan asked if there is any way for the money to be sent to the City then to the State. Mr. Tadder stated there is no way under current legislation due to the State's simplification rule.

Mayor Evans stated that the negative budget items are related to discretionary funding items. Mr. Tadder stated that the trends of individual retail components will be looked at in detail. Mayor Evans asked Mr. Tadder about Flagstaff being an anomaly in the state for sales

tax revenue. She asked if staff spoke to ADOR about the minimum wage in Flagstaff. Mr. Tadder stated that ADOR spoke to staff about the level of staffing in sales revenue and the requests for auditing. Mayor Evans asked if the City can ask for an auditing period from the State. She is concerned that the City is not collecting all sales tax revenue and stated that the minimum wage issue is something that is different about the Flagstaff community.

Councilmember McCarthy asked if Mr. Tadder has an idea of how honest people are on their taxes. Mr. Tadder stated that he cannot address that. Councilmember McCarthy asked how an audit is initiated. Mr. Tadder stated that an audit is triggered by inconsistencies in sales tax reports. Councilmember McCarthy also asked about how the state sales tax has been doing better than the City's and in what areas the sales tax has grown. He wanted to see if there is a trend on where sales tax is growing and contracting. Mr. Tadder added that the Wayfair Act for online sales to collect sales tax on the delivery location should impact the sales tax revenues in the future.

Vice Mayor Shimoni asked if there is an option to opt out of the State collecting revenues on behalf of the City. Mr. Tadder stated there is not. Vice Mayor Shimoni stated that there is a ripple effect with construction and that it is cyclical. He is looking forward to a more in-depth view of the retail sales tax revenues. He also would like to see the effect of online sales. He stated that eBay is charging sales tax and that car sales are down. He asked about local monitoring and how much that would cost the City. Mr. Tadder stated that it would depend on how the program is developed. He stated that with the new business license program, the reports created can be compared with the TPT report. Vice Mayor Shimoni reminded Council that he feels that the cost of housing is the root of the issue for discretionary spending.

Mayor Evans stated that the BBB tax is going up, but the restaurant sales tax revenue is going down and that shows that the issue is local versus tourism-based. She added that with the minimum wage increase that rent has also increased. She theorized that the individuals in the middle who did not get a pay increase when the minimum wage increased are shifting their spending habits since their discretionary spending ability has shrunk.

Vice Mayor Shimoni stated that he also believes that the minimum wage increase has some impact.

Mayor Evans stated that the revenue needs to be reviewed in December and perhaps every quarter. She added that the City's minimum wage is about to be $13 an hour, which is a dollar above the state.

Councilmember Odegaard noted concerns about how the State collects taxes, saying that everything is done through a wire-transfer and there is no one watching the tax income. He asked about the $100,000 in construction tax and how the State does not have eyes on the ground. Councilmember Odegaard stated that the City needs to up the number of staff in the department to ensure that the City is collecting what it is due, especially with the challenges that the potential bill from the state presents and in regards to the public safety pension liability. He also stated that the business side needs to be worked on especially considering the loss of recent businesses.

Councilmember McCarthy reinforced the importance of the minimum wage impact analysis.

Councilmember Whelan stated that the Council trusts the City Manager and staff to implement the analysis. She also suggested a vibrant economic development plan be developed and presented to Council.

Mayor Evans asked the City Attorney if the pension is included in the Five-Year Plan. Mr. Solomon spoke about the pension liability. Mayor Evans requested a Work Session on the

public safety pension and how the accounting for it works.

Councilmembers McCarthy and Odegaard agreed that the update would be appreciated.

Mr. Tadder passed the presentation to Ms. Suda.

- General Fund Major Tax Revenues
- General Fund 5-Year Plan Impacts
- BBB & Transportation Tax Impacts

Mayor Evans inquired about the state-shared sales tax. She asked where it comes from and Ms. Suda stated that it is a portion of the state sales tax that is shared with the cities. Mayor Evans stated that the shared sales tax is above projections and she inquired about if it would be affected by the minimum wage services differential bill that would require cities with minimum wages above the State's minimum wage to reimburse the difference to the State for State services. Mr. Tadder and Ms. Suda did not know if there would be an impact. Mayor Evans wanted to know if the bill is larger than the state-shared sales tax if the State could withhold other shared taxes. Mayor Evans also stated that the budget department has always been conservative and spot on with their projections and that the department has Council's trust.

Councilmember Whelan asked about the 2% increase in compensation for employees and if it was a merit increase. Ms. Suda stated that the 2% increase was set aside from FY20 and FY21 in an attempt to build into the 5-year plan. Councilmember Whelan would like staff to dive deep into merit-based increases. Mayor Evans suggested talking to the City Manager regarding the increases and defining what merit-based increases are.

Councilmember McCarthy stated that he would like a definition of what the trends mean regarding increases.

Mayor Evans pointed out the last bullet point regarding limited resources in FY21 and asked Council to be mindful of it due to the requests for new departments and other resources.

- Plan going forward

Mayor Evans asked Economic Vitality Director Heidi Hansen to talk about the BBB projections regarding tourism. She asked what it would look like to "lose" $50,000 from the tourism budget. Ms. Hansen stated that the City is above the previous year's revenue by 5%. She added that in 2008 when Council increased the tourism advertising fund, occupancy decreased only about 3% even with the economic slow down and the advertising helped prevent a further drop in occupancy rates. She stated that Council should not worry too much and that staff feels strongly that if they continue with their current programs the tourism numbers should continue to increase. Mayor Evans stated that the budget versus actual looks good but the budget versus projection is down.

Councilmember Whelan stated that she was concerned about the limited budget in FY21 for new requests. She would like to see the City protect the General Fund and not use it to address fluctuations.

Mr. Tadder resumed the presentation. He stated that staff will meet with other cities to see how they are staffing and improving analysis and that the Budget Team will make a tiered response to the economy in a downturn.

Vice Mayor Shimoni shared that he believes that tourism will grow and that will cause a ripple effect. He stated that Priority-Based Budgeting will help with the tiered response.

Eric Nolan addressed Mayor and Council regarding the budget and stated that he is grateful

that everyone is erring on the side of caution. He added that utility rates have increased and that might have influenced local discretionary spending.

Mayor Evans called a 12 minute break at 7:53 pm.

7. **Discussion/Direction:** Priority Based Budgeting Results and Definitions Map Update

Mayor Evans called the meeting back to order at 8:05 pm.

Management Analyst Sarah Langley presented to Council to follow up on the September 24, 2019 Priority Based Budget retreat. She asked Council to keep in mind that the analysis is a draft and can be edited as Council sees fit.

Slides Included:

- Results & Definitions Map
- Priority Based Budgeting Vocabulary
- High Performance Governance
- Safe & Healthy Community
- Inclusive & Engaged Community

Mr. Tadder took over the presentation.

Councilmember Whelan stated that she sensed that the City was moving towards just adding to the status quo rather than conducting a needs assessment and introspection. She asked if there was a way to create resources by looking within the City and finding a more streamlined approach to providing the necessary services without increasing the size of the organization. Mr. Tadder stated that it is the purpose of Priority-Based Budgeting (PBB) to do that. City Manager Clifton added that it is not a methodology but a tool to prioritize the budget. He stated that the overarching-goals will be presented to the community and the Council repeatedly. He added that the goals will represent the Council and the community's objectives.

Vice Mayor Shimoni commented on the "High -Performance Governance" goal and suggested adding "to encourage public trust through transparency and accessibility."

Mayor Evans suggested replacing "lean" with "effective and efficient" in the goal. She stated that placing a return on investment on public services is not feasible.

Mr. Tadder inquired about the culture of engagement. Mayor Evans asked staff to identify how the City engages the public from the policy.

Vice Mayor Shimoni advocated for retaining the word "engagement" in the goal.

Councilmember Salas asked about the "Inclusive & Engaged Community" goal and proposed adding "inclusion" to "Facilitate and Foster Diversity and Inclusivity." City Manager Clifton added that he believes it to be a good addition.

Mayor Evans suggested adding "Civic Engagement" to the "Foster Community Pride" goal. City Manager Clifton asked if it would replace the engagement language in "High-Performance Governance." Mayor Evans did not oppose having them in both sections. She stated that she wants to ensure there are some limitations on expectations if the City is focused on educating the public rather than engaging them, but Council still wants City residents to be more engaged.

- Sustainable, Innovative Infrastructure
- Robust, Resilient Economy

Councilmember Whelan asked Council to reflect on the high-wage jobs section under the "Robust, Resilient Economy" goal. She noted that 16% of the City's jobs are service jobs and she would dislike seeing the City overly focused on high-wage job attraction and retention. Mayor Evans suggested that "high -quality jobs" might be a better term and stated that it might necessitate a broader conversation.

Vice Mayor Shimoni agreed with Councilmember Whelan and suggested that more thought should be given to service wage positions.

Councilmember Salas mentioned that Business Attraction Manager Gail Jackson focus is on attracting employers and discussed recent business attraction efforts.

Mayor Evans added that the City is attempting to recruit an In-N-Out Burger, and emphasized that the City is pursuing various opportunities.

Vice Mayor Shimoni questioned how to better incorporate service wage jobs into the goals. Councilmember Salas stated that it all comes down to attracting businesses, regardless of whether they offer service jobs or other types of positions. Vice Mayor Shimoni asked how to create an environment for people to thrive, especially considering the cost of housing in relation to service job wages.

Mayor Evans suggested changing the bullet point to "high-paying" or "high-quality" jobs. Staff will work on the adjustment.

- Livable Community

Councilmember Salas asked about the commitment to early childhood development and whether the first bullet point in the "Livable Community" section could encompass early childhood development. Mayor Evans proposed rewording it to "provide education opportunities from pre-kindergarten through adulthood."

Vice Mayor Shimoni would like to see amenities and activities promoting a healthy lifestyle focused on less affluent neighborhoods and communities. He wanted these areas to witness improvements in their community. Mayor Evans stated that recreational facilities are well-distributed throughout the community. She added that she does not want to restrict potential actions based on the language.

Mr. Tadder mentioned that the location of services was covered in a previous definition.

- Environmental Stewardship

Ms. Langley resumed the presentation.

Councilmember McCarthy asked if the chart encompassed everything the City should do for the residents. He stated that he found the PBB process peculiar. He described it as lengthy and lacking in progress, unfocused, and expressed frustration with it. He noted that the Council has already discussed goals and objectives.

Mayor Evans acknowledged sharing Councilmember McCarthy's frustrations but understood that new Councilmembers want to delve into the budget details. She stated that the process will align the budget book with the categories. She used snow plowing as an example of an item that keeps getting reprioritized. She believed the exercise was valuable and would ensure the Council's clarity on the budget.

Vice Mayor Shimoni indicated that the Council's budgeting approach was undergoing a complete shift. He understood that once the groundwork was laid, the Council could finalize

budget priorities. He believed that everything would make sense once the Council reached the budget phase.

Mayor Evans added that the way items are discussed is crucial, and the City is striving to be transparent.

Councilmember Whelan would like to see something in "Environmental Stewardship" focused on strengthening the City's infrastructure by ensuring proper upkeep. Mayor Evans suggested that it might fit better under the "Sustainable, Innovative Infrastructure" heading.

Councilmember McCarthy noted that he did not come across anything regarding the Climate and Adaptation Action Plan (CAAP) in the definitions.

Councilmember Odegaard proposed adding the CAAP to "Sustainable, Innovative Infrastructure" in parentheses.

City Manager Clifton commented that PBB was new to everyone and represented a journey for both the Council and staff. He suggested that Councilmember McCarthy's frustration might stem from the global nature of the ideas, which might not be familiar in the context of budgeting. He emphasized that PBB is a budgeting methodology that prioritizes services. He added that the approach will be significantly larger than past budgeting methods and will likely prove effective. Councilmember McCarthy stated that he wanted to ensure that the end result aligns with the previous discussions.

- Next Steps

Councilmember Whelan expressed her excitement about working through the upcoming process.

8. Public Participation

None

9. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Councilmember Salas stated that she spoke at the Discover Flagstaff meeting.

Councilmember Odegaard asked the City Attorney to talk about his department's awards.

City Attorney Sterling Solomon stated that the Prosecution Section of the City Attorney's office was honored at the Taste of Flagstaff event.

Councilmember McCarthy asked about the Rio de Flag project and how the box culverts would be cleaned out. Staff stated that the answers would be available soon.

Councilmember Whelan stated that she participated in the 2030 community visioning process with other Councilmembers. She also took part in the Flagstaff Leadership Program panel on elected officials and sat down with the Water Commission to learn about the draft water master plan.

Vice Mayor Shimoni stated that the Discover Flagstaff event was incredible and added that he attended the First Responders luncheon. He requested a FAIR item: a discussion about chemicals used in the recreation department not including reclaimed water.

Councilmember Whelan asked how the grass and the garden at City Hall are maintained and stated she would like to have a discussion on that in the future.

City Manager Clifton addressed Councilmember McCarthy's comments about the Rio de Flag box culverts. He stated that the box culvert would be designed in a way that the debris in a flood event would be caught in a sedimentation pond with a mechanical screen, and the culverts would be self-scouring. He added that the information will be added to the website for the Rio de Flag project and sent out to Council.

Councilmember Odegaard asked the City Manager about a temporary solution for parking at the airport. City Manager Clifton shared that they are not quite ready to share the proposed solution and that staff would be meeting to discuss the solutions further. He added that they are very close to coming back to Council with a plan for immediate use and a long-range plan.

Mayor Evans mentioned that the Mexican Consulate provided services at Coconino Community College and the library was in attendance at the event. She added that the East Side Library provides story time in multiple languages.

10. Adjournment

The Flagstaff City Council Special Work Session of October 22, 2019, adjourned at 9:25 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL COMBINED WORK SESSION/
SPECIAL MEETING
TUESDAY, NOVEMBER 8, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the Work Session held November 8, 2022, to order at 3:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Roll Call

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

PRESENT: ABSENT:

MAYOR DEASY
VICE MAYOR SWEET
COUNCILMEMBER ASLAN (arrived at 3:02 p.m.)
COUNCILMEMBER HOUSE
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI (virtual until 3:10 p.m.)

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Mayor Deasy read the Mission Statement and Councilmember McCarthy read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

Teo Melis addressed Council and thanked them for adopting the Active Transportation Master Plan and encouraged staff to research the Bicycle Commuter Subsidy Program which provided a small monthly stipend to people who commute to and from work by bicycle.

5. Review of Draft Agenda for the November 15, 2022 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

Councilmember Aslan noted that there are only five applicants for five positions on the Heritage Preservation Commission. City Clerk Stacy Saltzburg explained that typically staff would bring more applications than seats to the Council for appointment. However, the Heritage Preservation Commission had been struggling to meet quorum due to vacancies on the commission. The Council could choose to postpone the appointments until more applications were received. Councilmember House noted that she may not be in attendance at the next meeting so her appointment would have to be postponed.

6. <u>Proclamation:</u> Continental Project

Mayor Deasy read and presented the proclamation.

7. Elevate Pre-K Annual Report

Rebecca Cirzan, Beth Giacalone, Scott Pettitt, and Dr. Caroline Black, on behalf of Elevate Pre-K, provided a PowerPoint presentation that covered the following:

ELEVATE PRE K
EARLY CHILDHOOD EDUCATION AND CARE IN ARIZONA
TYPES OF CHILD CARE
HOW COMMUNITIES UTILIZE CHILD CARE
ARIZONA HOUSEHOLD REASON FOR SELECTING CHILD CARE, BY INCOME GROUP
ACCESSING CHILD CARE

GAP BETWEEN EARLY CHILDHOOD CARE NEED AND AVAILABILITY
AFFORDING CHILD CARE
AFFORDING CHILD CARE IN FLAGSTAFF
ACCESS AND AFFORDABILITY OF CHILD CARE AND ITS IMPACT ON THE ARIZONA WORKFORCE
FUTURE ECONOMIC IMPACT OF CHILD CARE GAP
WHY QUALITY MATTERS IN CHILD CARE
ELEVATE PRE K
GOAL 1: HIGH QUALITY
GOAL 2: INCREASED ACCESS
GOAL 3: SUSTAINABILITY
ELEVATE PRE-K PROGRAM EVALUATION: FEASIBILITY AND PILOT STUDY
RESPONSE: START SMALL, STUDY VARIABILITY
THEORY OF CHANGE: ELEVATE PRE-K
ARE TEACHER SATISFIED WITH EPK?
FAMILY SATISFACTION YEAR 1
POPULATION CHARACTERISTICS YEAR 1
WHO STAYED?
CHILD BEHAVIORAL TARGETS
CHILD PROXIMAL OUTCOMES
FAMILY PROXIMAL OUTCOMES
THEORY OF CHANGE: ELEVATE PRE-K
WHAT IS NEXT?

Council expressed appreciation for the presentation and the program. The following points were raised:

- Excited to see the emphasis on evaluation and data collection.
- There is a direct connection between what Elevate Pre-K is doing and the Housing Emergency.
- With 13% of income going to childcare, many families are missing work or having to change jobs.
- There could be opportunity to engage with the workforce board for potential funding opportunities.
- More assistance is needed from the state and federal government.
- A potential consideration could be for a peer-to-peer program for parents and children.

8. City Manager Report

Mr. Clifton introduced the new City Engineer Paul Mood and HR and Risk Management Director Randy Tracy.

Mr. Clifton briefly reviewed his report.

Water Services Management Analyst Lisa Deem briefly reviewed the Water Services Monthly Report.

Capital Improvements Engineer Trevor Henry reviewed the Capital Improvements Monthly Report.

Councilmember McCarthy requested that the Boulder Point traffic calming project come back to the Transportation Commission and City Council for discussion to review the permanent recommendations.

Councilmember Shimoni asked if there was an update on the Beulah/University project. Mr. Henry explained that staff would be back in front of Council in December with options for the project.

Sustainability Director Nicole Antonopoulos reviewed the Sustainability Monthly Report.

9. Public Participation

Lucinda Yazzie, on behalf of Native Americans for Community Action, addressed Council to invite them the Homeless and Hunger Awareness Week events. They would be hosting a series of symposiums from November 12-19, 2022 to discuss social determinants of health, Indigenous perspectives on homelessness, and how homelessness impacts mental health.

Kay Pifer addressed Council in support of naming the FUTS Tunnel that connects to Ft. Tuthill Park in honor of Ray Brutti, aka Cosmic Ray, who influenced the community as a cycler.

10. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Councilmember House reported that she attended the Flagstaff Family Food Center's 33rd Anniversary Celebration. She also attended the A to Z Humanities event for the Navajo Code Talkers.

Councilmember McCarthy reported that he attended the badging ceremony for new firefighter recruits. He also reported that he was able to see the eclipse of the moon that morning.

Councilmember Salas reported that she also attended the firefighter badging ceremony. She would also be attending the ECONA Board meeting and Airport Commission meeting later that week. She offered her congratulations to the Flagstaff Family Food Center on their 33rd anniversary.

11. Adjournment

The Work Session held November 8, 2022, adjourned at 5:47 p.m.

SPECIAL MEETING

1. Call to Order

Mayor Deasy called the Special Meeting held November 8, 2022, to order at 5:47 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. **Consideration and Adoption of Ordinance No. 2022-29:** An ordinance of the City Council of the City of Flagstaff, amending section 1-07-001-0005, Salaries, of the Flagstaff City Code, and establishing an effective date.

Mayor Deasy stated that he would like to add a subsection to the salaries ordinance that would require a weekly update of Council activities be posted online. Doing so would allow the public to see the things that Council was involved in and hold them accountable to the role of the office. The Mayor and Council salary is tied to the expectation of the full-time workload and it should be quantified to the public.

Councilmember Shimoni stated that he was open to the suggestion but that it should be a future conversation. Councilmember Aslan agreed and offered that there was already a mechanism in place with the weekly To/From section of the agenda. He felt that it could be better discussed as part of the Council Rules of Procedure.

A written comment in support of the ordinance was submitted by Moses Milazzo.

Moved by Councilmember Adam Shimoni, **seconded by** Councilmember Khara House to read Ordinance No. 2022-29 by title only for the final time.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to amend the motion as follows:

Regarding council salaries following the 2022 election, they shall be $42,250 per year instead of $44,650; and effective December 1, 2024, shall be $59,000 per year instead of $63,800. Regarding the mayor's salary, following the 2022 election, it shall be $54,250 per year instead of $54,350; and effective December 1, 2024, shall be $70,000 per year instead of $70,180. The amount payable per pay period shall be amended accordingly.

Councilmember Shimoni stated that it was a reasonable amendment, but he would like to stick with the recommendation of the commission.

Councilmember Salas stated that she would be voting with the recommendation of the commission and experts who put forth the proposed increases.

Vote: 2 - 5

AYE: Councilmember Jim McCarthy
Mayor Paul Deasy

ORIGINAL MOTION:

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING SECTION 1-07-001-0005, SALARIES, OF THE FLAGSTAFF CITY CODE, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to adopt Ordinance No. 2022-29.

Vote: 7 - 0 - Unanimously

3. Adjournment

The Special Meeting held November 8, 2022, adjourned at 6:01 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on November 8, 2022. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 6th day of February, 2024.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, NOVEMBER 15, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Vice Mayor Sweet called the meeting of the Flagstaff City Council held November 15, 2022, to order at 3:01 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Roll Call

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

PRESENT:	ABSENT:
VICE MAYOR SWEET COUNCILMEMBER ASLAN (virtually) COUNCILMEMBER HOUSE COUNCILMEMBER MCCARTHY COUNCILMEMBER SALAS COUNCILMEMBER SHIMONI	MAYOR DEASY

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

The Council and audience recited the pledge of allegiance, Councilmember Aslan read the Mission Statement of the City of Flagstaff, and Councilmember Salas read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. PUBLIC PARTICIPATION

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

Daniel Chavez addressed Council about the Flagstaff Fire Department non-profit charities program and what they do.

5. PROCLAMATIONS AND RECOGNITIONS

A. Proclamation: Veterans Brain Health Awareness Day

Vice Mayor Sweet read and presented the proclamation.

6. COUNCIL LIAISON REPORTS

Councilmember Salas reported that she attended the ECONA Executive Board meeting, where they welcomed new members to the Board. She attended the Airport Commission meeting where they discussed Cares Grant projects and the snow removal plan.

Councilmember McCarthy reported that he participated in the Stuff the Bus event in coordination with Coconino County and Mountain Line to help people donate turkeys and other food items.

Vice Mayor Sweet noted that she would be attending the Mountain Line and Water Commission meetings later that week.

Councilmember Shimoni reported that he attended the CJCC meeting and met the new Coordinator. He would also be attending the Mountain Line meeting and the Coconino Crisis Group meeting later in the week.

7. APPOINTMENTS

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public

officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

A. **Consideration of Appointments:** Heritage Preservation Commission.

Written comments in support of appointing Duffie Westheimer to the Heritage Preservation Commission were submitted by Charlie Silver and Ellen Ryan.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Khara House to appoint Duffie Westheimer to the AT-LARGE appointment a term expiring December 2025.

Vote: 6 - 0 - Unanimously

Moved by Councilmember Khara House, **seconded by** Councilmember Jim McCarthy to appoint Abbey Buckham to the Professional seat to a term expiring December 2024.

Vote: 6 - 0 - Unanimously

Moved by Councilmember Adam Shimoni, **seconded by** Councilmember Jim McCarthy to appoint Caitlin Kelly to the Historic Property Owner seat to a term expiring December 2025.

Vote: 6 - 0 - Unanimously

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Jim McCarthy to appoint Shelli Dea to Historic Property Owner position to a term expiring December 2025.

Vote: 6 - 0 - Unanimously

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jim McCarthy to appoint Elizabeth Burcham to a Professional position a term expiring December 2024.

Vote: 6 - 0 - Unanimously

8. CONSENT ITEMS

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

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Regina Salas to approve the Consent Agenda as posted.

Vote: 6 - 0 - Unanimously

A. **Consideration and Approval of Contract:** Professional Engineering Airport Planning Services Contract with Coffman and Associates for the Environmental Airside/Landside Documentation in the amount not to exceed $750,000.

1. Approve the Professional Planning Services Contract with Coffman & Associates for the Environmental Airside/Landside Documentation in the amount not to exceed $750,000 with a contract time of 365 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of a Cooperative Purchase Contract:** Approve the Cooperative Purchase Contract for a Vacuum Excavator in the amount of $99,184.06 from Empire Southwest, LLC on a National Intergovernmental Purchasing Alliance cooperative purchase agreement (Contract #161534-01).

1. Approve the Cooperative Purchase Contract for a Vacuum Excavator in the amount of $99,184.06 from Empire Southwest, LLC, on a National Intergovernmental Purchasing Alliance cooperative purchase agreement (Contract #161534-01); and
2. Authorize the City Manager to execute all necessary documents.

C. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract with PFVT Motors, LLC DBA Peoria Ford for the purchase of One (1) 2022 Ford Expedition 4x4 in the amount of $57,139.93 through an Arizona State cooperative contract.

1. Approve the Cooperative Purchase Contract to PFVT Motors, LLC DBA Peoria Ford for the purchase of One (1) 2022 Ford Expedition 4x4 in the amount of $57,139.93 through an Arizona State cooperative contract; and
2. Authorize the City Manager to execute all necessary documents.

9. ROUTINE ITEMS

A. **Consideration and Adoption of Resolution No. 2022-51 and Ordinance No. 2022-27:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-19-00248 Updates to Zoning Code - Outdoor Lighting Standards" and an Ordinance of the City Council of the City of Flagstaff Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, to modify the existing Outdoor Lighting Standards.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to adopt Resolution No. 2022-51.

Vote: 6 - 0 - Unanimously

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Jim McCarthy to read Ordinance No. 2022-27 by title only for the final time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "PZ-19-00248 UPDATES TO ZONING CODE–OUTDOOR LIGHTING STANDARDS"; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to adopt Ordinance No. 2022-27.

Vote: 6 - 0 - Unanimously

B. **Consideration and Adoption of Ordinance No. 2022-28:** An Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Section 10-90.40.030 Rural Floodplain Map, to change the map designation of approximately 7.76 acres of real property from Rural Floodplain to Urban Floodplain on eight parcels of land (APNs 101-01-020A, 101-01-020B, 101-28-005G, 101-28-005H, 101-28-005K, 101-28-013A, 101-28-013B, and 101-28-013D) located generally between W Forest Avenue and N San Francisco Street; providing for severability and establishing an effective date.

The following individuals addressed Council in opposition to the ordinance:

- Bill Wade
- Jane Jackson

The following comments were received:

- Please consider the decisions carefully.
- Flagstaff has been through some of the most expensive and devastating flooding in decades.
- This will open an area of important drainage to serious flooding and damage.
- This area is an important wildlife corridor.
- It is in the best interest of residents to not develop in areas where it could flood.
- Council should consider the location and how it will grow.
- There are too many unanswered questions.

Steven Holloway addressed Council in support of the ordinance and stated that there was an opportunity to take a proactive approach. He noted that there was limited time to see federal funds for flood mitigation and if the area stays rural that opportunity would be lost.

Councilmember Salas asked the definition of urban designation. Senior Planner Tiffany Antol stated that urban designated areas are areas that had been disturbed over time. They could be channelized, but channelization was never the preferred method. Keeping flood plains in their natural state was preferable. There were no plans to channelize the area. Rural floodplains have a high value in preserving areas that are natural, pristine, and not exposed to development. The impact to the floodplain is meant to be minimal. In this case, there is a floodway and flood fringe. To develop in the floodway, a developer would have to work with FEMA to obtain a different designation.

Councilmember House stated that the city was limited or restricted from installing flood mitigation measures to try to positively impact the negative impacts of flooding. She asked if the amendment would change that situation and allow the city to put in mitigation if it was needed. Ms. Antol stated yes. The risk of experiencing similar events like that summer in the area was smaller but possible and the existing rural designation would prevent the city from taking mitigation measures.

Councilmember McCarthy stated that he believes that the area was substantially undisturbed, and it should stay that way. The landowner had the ability to build regardless of the designation.

Councilmember Aslan agreed. The area should be protected from the zoning amendment. It would send the wrong message to rezone to allow a developer to build there when the city was dealing with significant flood events in other areas. The second finding was questionable to him in that it could be detrimental to the health and safety of the community. He felt that it was growth for growth’s sake and put open space, trails, forests, night sky, and wildlife habitats at risk. He did not believe that the change would allow for better mitigation.

Councilmember Salas stated that the request was not about a development agreement or a site plan, it was about a zoning code text amendment to change the designation of a parcel from rural floodplain to urban floodplain. She also noted that the Planning and Zoning Commission recommendation was to support the amendment.

Councilmember House added that she too was struggling with the request and was challenged by competing community interests and community needs.

Moved by Councilmember Regina Salas, **seconded by** Vice Mayor Miranda Sweet to read Ordinance No. 2022-28 by title only for the final time.

Vote: 4 - 2

NAY: Councilmember Austin Aslan
Councilmember Jim McCarthy

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, SECTION 10-90.40.030 RURAL FLOODPLAIN MAP, TO CHANGE THE MAP DESIGNATION OF APPROXIMATELY 7.76 ACRES OF REAL PROPERTY FROM RURAL FLOODPLAIN TO URBAN FLOODPLAIN ON EIGHT PARCELS OF LAND (APNS 101-01-020A, 101-01-020B, 101-28-005G, 101-28-005H, 101-28-005K, 101-28-013A, 101-28-013B, AND 101-28-013D) LOCATED GENERALLY BETWEEN W FOREST AVENUE AND N SAN FRANCISCO STREET; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Regina Salas, **seconded by** Vice Mayor Miranda Sweet to adopt Ordinance No. 2022-28.

Vote: 6 - 0 - Unanimously

C. **Consideration and Adoption of Ordinance No. 2022-30:** An ordinance amending City Code to align City Code and industrial discharge permits with the language in Environmental Protection Agency (EPA) 40, and Code of Federal Regulations (CFR) 403.

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Regina Salas to read Ordinance No. 2022-30 by title only for the final time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING CITY CODE 7, HEALTH AND SANITATION, CHAPTER 02-001-0010, INDUSTRIAL SELF-MONITORING; AND CHAPTER 02-001-0012, SIGNATORY REQUIREMENTS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Regina Salas to adopt Ordinance No. 2022-30.

Vote: 6 - 0 - Unanimously

D. **Consideration and Approval of Contract:** Approve Change Order No. 16 with Shephard Wesnitzer, Inc. in the amount of $151,200.00 and a 470 calendar day time extension for the Rio de Flag Flood Control Utility Relocation Design Services Contract.

Capital Improvements Project Manager Jeremy DeGeyter provided a PowerPoint presentation that covered the following:

RIO DE FLAG FLOOD CONTROL PROJECT CHANGE ORDER NO. 16
PROJECT AREA MAP
HISTORY OF DESIGN SERVICES WITH SHEPHARD WESNITZER, INC.
PROJECT UPDATE

Councilmember Salas offered gratitude to staff, Council, and prior Councils for all the work and advancement of the project in recent years.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Adam Shimoni to approve Change Order No. 16 with Shephard Wesnitzer, Inc. the amount of $151,200.00 and a 470 calendar day time extension for the Rio de Flag Flood Control Utility Relocation Design Services Contract and authorize the City Manager to execute the necessary documents.

Vote: 6 - 0 - Unanimously

10. PUBLIC HEARING ITEMS

A. **Consideration and Adoption of Ordinance No. 2022-32:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 12, Floodplains, Chapter 12-02, Stormwater Management Utility, by amending Section 12-02-002-0003, Schedule of Stormwater Management Utility Service Charges and Fees; providing for repeal of conflicting ordinances, severability, penalties, authority for clerical corrections, and establishing an effective date

Vice Mayor Sweet opened the public hearing.

Water Services Stormwater Manager Ed Schenk provided a PowerPoint presentation that covered the following:

STORMWATER RATE ADOPTION
OVERVIEW
GO BOND PASSED!
STORMWATER PROGRAM OVERVIEW
UTILITY STRUCTURE – FLAGSTAFF IS COMPLEX
STORMWATER RATES
RATE BASIS – ERU
CURRENT RATES
STORMWATER CIP HISTORY
STORMWATER RATE ASSESSMENT
PURPOSE OF RATE ADJUSTMENT
STORMWATER MAINTENANCE
MAINTENANCE EXAMPLE – COPELAND
PROJECTED EXPENDITURES
DEVELOPMENT OF FINANCIAL PLAN
STATUS QUO: PROJECTED CASH POSITION

SUMMARY OF STATUS QUO
STORMWATER RATE OPTIONS
ALTERNATIVE EVALUATION
WHICH CAPITAL PROJECTS WILL RECEIVE FUNDING?
SCENARIO COMPARISON

Sanjay Gaur with Water Resources Economics continued the presentation.

SCENARIO 1: PROJECTED CASH POSITION
SCENARIO 2: PROJECTED CASH POSITION
SCENARIO 3: PROJECTED CASH POSITION
STORMWATER SERVICE CHARGE
RATE IMPACTS
NATIONAL STORMWATER SURVEY

Water Services Management Analysis Lisa Deem continued the presentation.

RATE IMPLEMENTATION TIMELINE
STORMWATER RATE COMMUNITY OUTREACH

Councilmember McCarthy asked if the rate could be reduced in future years should the city receive grants. Management Services Director Rick Tadder stated that staff looked at water rates every five years to evaluate the health of the fund and make adjustments as desired by Council.

Councilmember Salas stated that she felt like more time was needed to collect feedback from the community. The impact to non-profits had not been calculated because they often rent commercial properties.

Michele James, on behalf of Friends of Flagstaff's Future, addressed Council in support of Option 1. Stormwater rates were not keeping up with the community and the impacts of post fire flooding was vast. Climate change would continue to impact the community. The status quo would not provide the service the community needed and wanted, and Option 2 would result in more debt.

Mr. Clifton stated that there were comments about frontloading costs and timing issues at the last meeting. He appreciated the options provided by staff to address those timing concerns. Public outreach had been aggressive and compressed into a small timeframe. It begs the question as to the urgency of implementation and he did not think it would be out of line to suggest a continuation of the public hearing. He disagreed that relying on federal grant dollars was risky, there had been success in the past and he believed there would be success in the future.

Councilmember McCarthy stated that he supported the pay as you go philosophy and that he was leaning toward Scenario 1 but could support something between Scenario 1 and Scenario 2.

Councilmember Salas stated that she believed that the Scenarios needed to be more fully vetted by the community. The city needed to exhaust all efforts to tap into federal and state funding and there were opportunities for congressional direct allocation to fund flood mitigation. She supported a continuation of the public hearing to engage in a more robust community outreach.

Councilmember Aslan stated that the matter would not have come forward unless there was

a dire need. He felt that there was an opportunity to slow things down a bit. He also expressed that he was more tentative about the ability to secure grant funding. He was leaning toward something between Scenario 1 and Scenario 2.

Councilmember Shimoni stated that the community had high needs and high demands. He acknowledged that the timing was difficult but there was a need to make decisions and move forward.

Councilmember House acknowledged the urgent need to act in order to meet the operational and capital needs of the community. She noted that it was important to make sure enough time was taken to do appropriate outreach in the community. She was leaning toward postponing until there was more outreach and feedback from the community.

Vice Mayor Sweet stated that she would like more information about outside sources of funding. She also wanted more outreach done, particularly with the business community. She suggested postponing until after the first of the year.

Councilmember McCarthy stated that he did not support delaying until January. There had been a lot of public input already and they were elected to make difficult decisions.

Councilmember Salas stated that it was not a question of delaying but rather taking the time to engage the community in terms of what they feel about the three scenarios.

There being no further comment, Vice Mayor Sweet closed the public hearing.

Moved by Councilmember Jim McCarthy to read Ordinance No. 2022-32 by title only for the first time and that the amount of funding be half way between scenario 1 and 2 with final numbers being provided at second read.

Motion failed for lack of a second.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Adam Shimoni to postpone the public hearing to a date certain of January 31, 2023.

Vote: 6 - 0 - Unanimously

A break was held from 5:37 p.m. through 6:02 p.m.

11. REGULAR AGENDA

A. **Consideration and Adoption of Ordinance No. 2022-31:** An Ordinance of the City Council of the City of Flagstaff, abandoning approximately 5,237 square feet of public right-of-way at the northwest corner of Fountaine Street and Hoskins Avenue; providing for delegation of authority, repeal of conflicting ordinance, severability, and establishing an effective date

Real Estate Manager Bryce Doty provided a PowerPoint presentation that covered the following:

NAU ABANDONMENT REQUEST HOSKIN AVE.
VICINITY MAP
AREA PHOTOS
REGIONAL PLAN FUTURE TRAIL

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jim McCarthy to read Ordinance No. 2022-31 by title only for the first time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ABANDONING APPROXIMATELY 5,237 SQUARE FEET OF PUBLIC RIGHT-OF-WAY AT THE NORTHWEST CORNER OF FOUNTAINE STREET AND HOSKINS AVENUE; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Councilmember McCarthy asked if there would be a trade for the abandoned property. Mr. Doty explained that they got close to identifying other parcels for trade but there was a snag in that process due to the master planning that NAU was doing. The property would remain with the city until NAU was ready to formally transfer which would be memorialized in an IGA.

B. **Consideration and Adoption of Ordinance No. 2022-24:** an ordinance of the Flagstaff City Council authorizing the acquisition of real property interests for the Milton Road and University Avenue Right-of-Way Project; providing for delegation of authority, repeal of conflicting ordinances, severability, clerical corrections, and establishing an effective date

Councilmember House recused herself due to a potential conflict of interest and left the dais.

Real Estate Manager Bryce Doty provided a PowerPoint presentation that covered the following:

BEULAH EXTENSION/UNIVERSITY ROADWAY PROJECT PROPERTY ACQUISITION
VICINITY MAP
CURRENT DESIGN OVERVIEW

Councilmember Shimoni asked if the cost increase was discussed by Council. Capital Improvements Engineer Trevor Henry stated it was discussed during the FY23 budget process and it was included in the adopted budget in July.

Councilmember Shimoni stated that he was not supportive of the two-lane roundabout and felt that Council should have had a larger discussion about the project when costs were more than two times the budgeted amount. Councilmember Salas stated that the project had been approved by voters in May 2000 and the additional $9.2 million in FY23 was budgeted from Prop 419.

Councilmember Shimoni stated that he would vote no because he felt that the process was not one he could support.

Moved by Councilmember Adam Shimoni, **seconded by** Vice Mayor Miranda Sweet to read Ordinance No. 2022-24 by title only for the first time.

Vote: 4 - 1

NAY: Councilmember Adam Shimoni

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE MILTON ROAD AND UNIVERSITY AVENUE RIGHT-OF-WAY PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

At this time, Councilmember House returned to the dais.

C. **Consideration and Adoption of Resolution No. 2022-54:** A resolution adopting the 2023 Revised Stormwater Credit Manual.

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2022-54 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ADOPTING THE 2023 REVISED STORMWATER CREDIT MANUAL FOR THE CITY OF FLAGSTAFF

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Khara House to adopt Resolution No. 2022-54.

Vote: 6 - 0 - Unanimously

D. **Consideration and Adoption of Resolution No. 2022-53:** A resolution approving the Second Amendment to the Intergovernmental/Third-Party Agreement between the City of Flagstaff, Coconino County and Paw Placement of Northern Arizona dba High Country Humane for Animal Sheltering Services

Police Chief Dan Musselman addressed Council and stated that the amendment included language that all three entities had agreed to and it outlined the responsibilities of all parties involved.

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Miranda Sweet to read Resolution No. 2022-53 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AMENDMENT TWO TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY, PAW PLACEMENT OF NORTHERN ARIZONA, DBA HIGH COUNTRY HUMANE, AND THE CITY OF FLAGSTAFF FOR ANIMAL SHELTERING SERVICES

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2022-53.

Vote: 6 - 0 - Unanimously

E. **Consideration and Adoption of Resolution No. 2022-55:** A resolution of the City Council of the City of Flagstaff adopting the City Council Holiday Display Policy for the City of Flagstaff.

Mr. Solomon addressed Council and stated that staff was directed to draft a holiday display policy which would allow the City Council to give direction to display both secular and non-secular items that demonstrated peace, harmony, and love during the holiday season.

Councilmember Salas expressed her appreciation for the policy.

Councilmember McCarthy stated that he believed that the policy put the city in an unnecessary position of entanglement with religion. The city should stay out of the business of anything that even remotely appeared supportive of any religion.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Adam Shimoni to read Resolution No. 2022-55 by title only.

Vote: 5 - 1

NAY: Councilmember Jim McCarthy

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ADOPTING THE CITY COUNCIL HOLIDAY DISPLAY POLICY FOR THE CITY OF FLAGSTAFF

Moved by Councilmember Regina Salas, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2022-55.

Vote: 5 - 1

NAY: Councilmember Jim McCarthy

12. DISCUSSION ITEMS

A. Thorpe Park Annex Updated Concept

Assistant Parks and Recreation Director Amy Hagin addressed Council and recapped some of the changes to the concept design. There was an overarching need for the restoration of native plantings, open spaces, indigenous gardens, and a larger orchard to surround the Indigenous Community Cultural Center. There was a relocation of the pickleball courts to the current bark park for a future phase. There was also the incorporation of an interpretive trail. Ms. Hagin displayed the Final Concept design and reviewed the elements within the plan.

Councilmember McCarthy asked about potential flooding at the bark park. Ms. Hagin stated that they had not witnessed extreme flooding in the area. There were some contours that they would work within to avoid any flooding issues in the future.

Councilmember McCarthy asked if enough parking was planned for with a housing component. Ms. Hagin stated that there were a lot of conversations and research that still needed to be done on the possibility of housing but that it would not compete with the parking for the park.

Councilmember Shimoni stated that a bicycle work stand would be a good element to include in the design along with covered bike parking.

Councilmember Salas asked if there would be an opportunity to build a covered or indoor pickleball court to allow for year-round play. Ms. Hagin stated that the opportunity would always be there with additional funding or partnership.

Councilmember Salas asked Coordinator of Indigenous Initiatives Rose Toehe to provide any feedback regarding the design and Indigenous Community Cultural Center. Ms. Toehe stated that the Indigenous community was very supportive of the proposed changes. They believed that it would be a community space for everyone.

A written comment in support of a culturally based treatment center with emergency shelter was submitted by Klee Benally.

Rick Lopez addressed Council and stated that he felt deceived by the city. The new public works facility and the new court facility were sold to the community under the guise that the existing facilities would be sold to pay for those new buildings. That did not happen as promised. The Thorpe Park Annex would be a great location for a tax credit housing development and would satisfy the needs within the housing emergency.

B. Discussion regarding adult use marijuana retail sales.

Zoning Code Manager Tiffany Antol provided a PowerPoint presentation that covered the following:

ADULT USE MARIJUANA RETAIL SALES
SMART AND SAFE ARIZONA ACT – PROPOSITION 207
BACKGROUND
SMART AND SAFE PROVISIONS
ADULT USE MARIJUANA RETAIL SALES
STAFF DIRECTION

Councilmember Aslan stated that the decision should not be rushed, and it would be beneficial to wait and see what other cities are doing. The presence of the existing dispensaries in Flagstaff are not problematic. It should not be about revenue but about doing it right.

Councilmember Salas stated that she supported retail sale when Council approved a Conditional Use Permit process. The text amendment should be driven by industry representatives or business owners.

Councilmember Shimoni supported a gradual approach. His concern was that there were two establishments on the west side of town and it was an equity issue in terms of location of facilities. He would support waiting and learning from other cities and towns.

Councilmember House was in agreement to delay. She noted concern with the text amendment coming from industry representatives because it would run the risk of allowing a decision to be guided by industry representatives. She would rather take the time to learn more and do things right the first time rather than have to go back and revise.

Vice Mayor Sweet also noted her support to delay for the time being.

13. FUTURE AGENDA ITEM REQUESTS

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

A. Future Agenda Item Request (F.A.I.R.): A Citizens' Petition to adopt Option 2 of the proposed culvert improvements at HWY 180 and Schultz Creek to complement the Schultz Creek detention basin and provide relief to flood-beleaguered and vulnerable neighborhoods and use available funds and strive for completion before the 2023 monsoon season to protect people and property

Council provided the requisite support to move the item forward for discussion but noted that direction had already been given for Option 2 which was already underway.

14. PUBLIC PARTICIPATION

None

15. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS

Councilmember Shimoni reported that he spoke to an NAU class and was pleased to see how engaged the students were with local government. He also stated that he would be attending the upcoming Homeless and Hunger Awareness Week events put on by Native Americans for Community Action.

Vice Mayor Sweet thanked Council for a good meeting. She reported that she would be attending the Alliance meeting that week.

Councilmember Salas thanked voters for taking part in the election and that she was looking ahead to continue to serve the community in different capacities. She offered gratitude for her opportunity to serve as a Councilmember for the last four years.

16. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held November 15, 2022, adjourned at 7:47 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on November 15, 2022. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 6th day of February, 2024.

_____

CITY CLERK

CITY COUNCIL SPECIAL MEETING
MONDAY, NOVEMBER 28, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Deasy called the meeting of the Flagstaff City Council held November 28, 2022, to order at 3:03 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Roll Call

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

PRESENT: ABSENT:

MAYOR DEASY (virtually)
VICE MAYOR SWEET (virtually)
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER HOUSE (virtually)
COUNCILMEMBER MCCARTHY (virtually)
COUNCILMEMBER SALAS (virtually)
COUNCILMEMBER SHIMONI (virtually)

Others present: Acting City Manager Shannon Anderson; City Attorney Sterling Solomon.

3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

The Council and audience recited the pledge of allegiance, Councilmember Aslan read the Mission Statement of the City of Flagstaff, and Councilmember Salas read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. **Consideration and Adoption of Resolution No. 2022-58:** A resolution of the Flagstaff City Council, declaring official and adopting the results of the General/Special Election held on November 8, 2022.

City Clerk Stacy Saltzburg provided a PowerPoint presentation that covered the following:

NOVEMBER 8, 2022 GENERAL ELECTION CANVASS OF RESULTS
GENERAL ELECTION CANVASS
VOTER TURNOUT
PROPOSITIONS 441 AND 442
CANDIDATES FOR MAYOR
CANDIDATES FOR COUNCILMEMBER

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Miranda Sweet to read Resolution No. 2022-58 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, DECLARING OFFICIAL AND ADOPTING THE RESULTS OF THE GENERAL/SPECIAL ELECTION HELD ON NOVEMBER 8, 2022

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2022-58.

Vote: 7 - 0 - Unanimously

5. **ADJOURNMENT**

The Special Meeting of the Flagstaff City Council held November 28, 2022, adjourned at 3:10 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on November 28, 2022. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 6th day of February, 2024.

_____

CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, NOVEMBER 29, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the Work Session held November 29, 2022, to order at 3:03 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DEASY	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SALAS (virtually)	
COUNCILMEMBER SHIMONI (virtually)	

Others present: Acting City Manager Shannon Anderson; City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember House read the mission statement and Vice Mayor Sweet read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants,

border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

None

5. Review of Draft Agenda for the December 6, 2022 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

Mayor Deasy asked that the addition of the pickleball courts at the current bark park location be included in the Thorpe Park Annex Plan. He also requested information about deed restrictions and grant restrictions related to the housing on the Thorpe Annex lot.

6. **Fire Department Commendations**

Fire Chief Mark Gaillard addressed Council to provide the following commendations:

For actions as part of a unit displaying courage and perseverance in the performance of your duties resulting in the protection of lives and property while assigned to the Tunnel Fire:

Engine 1 (Recall)	**Engine 133 (Recall)**	**Engine 6 A-Shift**
Captain Matt Smyers	Captain Greg McLaughlin	Captain Jason Bellar
Engineer Tyler Dobbs	Engineer Brian Anderson	Engineer Corey Coplea
Firefighter Luke Daulton	Firefighter James Devenney	Firefighter Shane Sprazoff
	Firefighter Derek Sausman	
Engine 4 A-Shift	**Engine 3 A-Shift**	
Captain Seth Gregar	Captain Joe Toth	
Engineer Wes Forbach	Engineer Justin Staskey	
	Firefighter Adam Webster	

For actions displaying courage and perseverance in the performance of your duties resulting in the protection of lives and property while assigned to the Tunnel Fire (Overhead, Type III IMT, Boots on the ground):

Forest Health Supervisor Neil Chapman
Fire Engineer Katie Brown
Captain Mike Felts

Commanding firefighters assigned to structure protection and evacuation of homes in the direct path of the Tunnel Fire:

Battalion Chief Earl Callander
Captain Callander' s communication and diligence kept his crews safe and saved many homes in the area. His leadership and experience dramatically changed the outcomes for many residents in the area while also keeping his fellow firefighter's safety as the priority.

Fire Chief's Commendation in recognition of acts of courage, resourcefulness, and/or perseverance in performance of duties that have resulted in the protection of life or property, the prevention of serious injury or death, or exceptionally admirable quality service to the department or the community:

Engineer Ryan Church
Ryan demonstrated the highest degree of professionalism and exemplifies the highest standards of service by virtue of diligence, dedication, and character.

7. **November Work Anniversaries**

Interim Deputy City Manager Heidi Hansen presented the November work anniversaries.

NOVEMBER EMPLOYEE WORK ANNIVERSARIES!
FIVE YEAR ANNIVERSARIES
FIFTEEN YEAR ANNIVERSARIES
TWENTY YEAR ANNIVERSARIES
25 YEARS PLUS!!

8. **Business Community Listening Tour**

Business Retention and Expansion Manager John Saltonstall introduced Purina Factory Manager Mike Ferrito who provided a brief presentation that covered the following:

FLG MISSION AND PURPOSE
NPPC FLAGSTAFF FACTORY – SITE OVERVIEW
FLAGSTAFF FACTORY FACTS

Mr. Saltonstall introduced Ross Taylor with FBomb Foods who provided a brief presentation and overview of the FBomb company and their recent operations.

Mr. Saltonstall then introduced Ron Kuzinski & Taylor Orr from KC Highlights who provided a presentation that covered the following:

WHO WE ARE
DEPARTMENTS
FUTURE IN FLAGSTAFF

Council expressed gratitude for the updates as well as excitement for bringing business to Flagstaff. They thanked Mr. Saltonstall and his team for their efforts in bringing jobs to the region.

9. **Youth Climate Advisory Group Introduction and Update**

Sustainability Director Nicole Antonopoulos stated that the Youth Climate Advisory Group effort was a result of prior conversations with Council about engaging the youth of the community. She introduced Climate Engagement Coordinator Jenna Ortega who provided a PowerPoint presentation that covered the following:

YOUTH CLIMATE ADVISORY GROUP
AGENDA
MEET OUR TEAM: JESS ROBERTS
WHAT IS THE YOUTH CLIMATE ADVISORY GROUP?
MEET OUR TEAM: SAMANTHA GALLEGOS
ACCOMPLISHMENTS
MEET OUR TEAM: MADISON CROZIER
CURRENT PROJECTS
MEET OUR TEAM: SCARLETT MORALES
FUTURE PROJECTS
MEET OUR TEAM: LILLIAN WOODY
GRATITUDE TO OUR 2022 SPRING COHORT MEMBERS
CLOSING
THANK YOU

Council expressed excitement about the program and that they looked forward to the work the group would be doing. They offered words of support and encouragement to the group for their efforts.

10. **Vehicle Nuisance Noise Ordinance Discussion**

Deputy Police Chief Paul Lasiewicki provided a PowerPoint presentation that covered the following:

NUISANCE VEHICLE NOISE ORDINANCE
BACKGROUND
DIRECTION
VEHICLE NOISE REGULATIONS
FINES SCHEDULE

Council discussed the following points:

- Suggested noise levels and their comparison with other cities.
- The use of a sound meters by law enforcement officers.
- Concerns about the proposed changes in wording related to the location of measurements.
- Concerns about the impact on officer time and the financial burden of certification.
- The use of unmanned technological methods for noise enforcement with devices similar to speed cameras.
- Concerns about the potential impact on lower-income populations.
- How the ordinance would provide a tool for enforcement, especially in areas of continued complaints.
- Discretion of officers to cite.

It was emphasized that the discussion and suggestions were still open for further

consideration and wordsmithing before the final decision. Staff would continue to refine the ordinance and return to Council.

11. Public Participation

Jim McCarthy addressed Council in response to emails accusing him of inappropriate actions related to noise complaints. He clarified his actions regarding noise readings to collect data as well as sharing a scholarly article with Council about noise.

12. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Councilmember Shimoni expressed appreciation for the Native American Heritage Month events put on by the Indigenous Commission. He reported that he attended a Council meeting in Highland Park, Illinois; it was great to engage with another municipality and he shared some information about recent achievements of Flagstaff.

Vice Mayor Sweet noted that First Friday Artwalk was that week. She also stated that she would be attending the Winter Wonderland Tree Lighting that weekend.

Mayor Deasy and Councilmember McCarthy noted their attendance at the tree lighting as well.

Councilmember Aslan reported that he traveled to Santa Monica for a film festival. He spoke about his experience and noted that there was not a lot of proactive effort in terms of recruitment and promotion of Flagstaff as a film destination. He would like to see that change in the next year's budget. He also stated that he toured the sediment detention basin at the Schultz Y. He expressed concern about snow play in the area. He encouraged discussion about how to manage that as well as a possible cost recovery opportunity.

Councilmember Salas noted that there used to be a Film Commission and she suggested that Councilmember Aslan lead the effort to reinstitute it. She reported that she appeared before the State Transportation Board to ask for funding prioritization for flood mitigation and widening of Highway 89. Later in the week MetroPlan would meet as would ECoNA. She was looking forward to First Friday Artwalk and the Winter Wonderland celebration.

13. **Adjournment**

The Work Session held November 29, 2022, adjourned at 5:03 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, DECEMBER 6, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Deasy called the meeting of the Flagstaff City Council held December 6, 2022, to order at 3:03 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Roll Call

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

PRESENT: ABSENT:

MAYOR DEASY
VICE MAYOR SWEET
COUNCILMEMBER ASLAN (virtual until 4:03 p.m.)
COUNCILMEMBER HOUSE
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS (virtually)
COUNCILMEMBER SHIMONI (virtually)

Others present: Acting City Manager Shannon Anderson; City Attorney Sterling Solomon.

3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

The Council and audience recited the pledge of allegiance, Mayor Deasy read the Mission Statement of the City of Flagstaff, and Councilmember McCarthy read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Regular Meeting of October 19, 2021, Regular Meeting of November 2, 2021, Regular Meeting of November 16, 2021, Work Session of November 30, 2021, Special Meeting (Executive Session) of October 25, 2022, Special Meeting (Executive Session) of November 1, 2022, Special Meeting (Executive Session) of November 8, 2022, and Special Meeting (Executive Session) of November 15, 2022.

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Miranda Sweet to approve the minutes of the City Council Regular Meeting of October 19, 2021, Regular Meeting of November 2, 2021, Regular Meeting of November 16, 2021, Work Session of November 30, 2021, Special Meeting (Executive Session) of October 25, 2022, Special Meeting (Executive Session) of November 1, 2022, Special Meeting (Executive Session) of November 8, 2022, and Special Meeting (Executive Session) of November 15, 2022.

Vote: 7 - 0 - Unanimously

5. PUBLIC PARTICIPATION

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

None

6. COUNCIL LIAISON REPORTS

Councilmember House reported that the Housing Commission met and discussed the Thorpe Park Annex, revisions to the Carbon Neutrality Plan, and an overview of the Sustainability Division. They also received updates on the 10-Year Housing Plan Year One Implementation Plan, ARPA and CDBG Funds, and the Habitat Starter Home Pilot Project. The Open Space Commission also met, and they engaged in a strategic planning and visioning exercise.

Councilmember Shimoni reported that the Bicycle Advisory Committee met and discussed a letter of recommendation from the Transportation Commission related to the Big Shift. They also got a sneak peak of the Butler/Beaver protected intersection project. He also reported that Mountain Line was in the process of updating their strategic plan.

Vice Mayor Sweet reported that all four Beautification and Action Grant applications were awarded funding. Projects included a pollinator education mural on the Sustainability building,

the Killip Elementary School community garden greenhouse, the Flagstaff High School centennial timeline, and mural next to the business in Kachina Square.

Councilmember McCarthy reported that he was re-elected as Chair for MetroPlan.

Councilmember Aslan reported that he attended the MetroPlan meeting. Also, the Colorado Plateau Water Advisory Council met and received a presentation from the State Climatologist. It was anticipated that there would be more conversations coming forward with the change in state representation.

Councilmember Salas reported that the Parks and Recreation Commission met to discuss a possible public/private partnership to pursue a running track at the Cheshire Park. The Tourism Commission also met to discuss the ongoing survey regarding the Discover Flagstaff strategic planning efforts. She also reported that the MetroPlan and RTAC coalition have decided to pursue a $300 million allocation from the state surplus budget to go toward transportation projects in rural Arizona. They were prioritizing five projects for the grant including flood mitigation on Highway 180, the JW Powell project, and the Lone Tree Overpass project. They continue to strategize on how the organization would push for lobbying for the proposed greater Arizona rural transportation projects.

7. APPOINTMENTS

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

A. Consideration of Appointment: Commission on Diversity Awareness.

Moved by Councilmember Regina Salas, **seconded by** Mayor Paul Deasy to appoint Angelica Maria Sanchez to a term expiring September 2023.

Vote: 7 - 0 - Unanimously

8. CONSENT ITEMS

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

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

A. Consideration and Approval of Contract: Contract for Purchase of Materials/Services from Flagstaff Equipment Co., Inc. for one (1) Bobcat Telehandler Forklift for the Flagstaff Airport in the amount of $113,921.38 (plus applicable taxes).

1. Approve Contract for Purchase of Materials/Services from Flagstaff Equipment Co., Inc, for the purchase of one (1) Bobcat Telehandler Forklift for the Flagstaff Airport in the amount of $113,921.38 (plus applicable taxes); and
2. Authorize the City Manager to execute all necessary documents.

B. **Consideration and Approval of Final Plat:** Request from TLC PC Golf, LLC, for Final Plat approval for Club Cabin Condominiums Unit 2 at the Estates at Pine Canyon Unit 1—a three-unit residential condominium subdivision on 10.88 acres at 3000 S. Clubhouse Circle.

Approve the Final Plat and authorize the Mayor to sign the Final Plat and City/Subdivider Agreement when notified by staff that all documents are ready for signature and recordation.

C. **Consideration and Approval of Contract:** Contract for Materials and Services to CTS Civil, LLC for grinding, hauling, and stockpiling green waste in the amount of $198,000.00.

1. Approve the Contract for Materials and Services with CTS Civil, LLC, for grinding, hauling, and stockpiling green waste in the amount of $198,000.00; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** First Amendment to the Contract for Professional Services with Lancaster Leadership, LLC for On-Call Organizational Consulting, Facilitation and Training Services for an additional amount of $60,000.

1. Approve the First Amendment to the Contract for Professional Services with Lancaster Leadership, LLC for On-Call Organizational Consulting, Facilitation and Training Services for an additional amount of $60,000; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Contract:** Contract for Services & Materials with Goble Sampson Assoc., Inc. for a MIOX Mixed Oxidant On-Site Generator in the amount of $60,127.00, plus taxes and fees.

1. Approve the Contract for Services & Materials with Goble Sampson Assoc., Inc. for a MIOX Mixed Oxidant On-Site Generator in the amount of $60,127, plus taxes and fees; and
2. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Approval of Contract:** Amendment to Cooperative Purchase Contract for Real Estate Appraisal Valuations with Landpro Valuation, LLC for additional work and cost in the amount of $14,000 related to property acquisitions for the Switzer Canyon Water Transmission Main Phase IV Project and a future trail connection.

1. Approve the Amendment to Cooperative Purchase Contract for Real Estate Appraisal Valuations with Landpro Valuation, LLC in the amount of $14,000 in addition to other fees and taxes for property acquisitions necessary for the Appraisal Services for Water Transmission Main Phase IV Projectt; and
2. Authorize the City Manager to execute the necessary documents.

9. **ROUTINE ITEMS**

A. **Consideration and Adoption of Ordinance No. 2022-24:** an Ordinance of the Flagstaff City Council authorizing the acquisition of real property interests for the Milton Road and University Avenue Right-of-Way Project; providing for delegation of authority, repeal of conflicting ordinances, severability, clerical corrections, and establishing an effective date

Councilmember House recused herself due to a potential conflict of interest and left the dais.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to read Ordinance No. 2022-24 by title only for the final time.

Vote: 5 - 1

NAY: Councilmember Adam Shimoni

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE MILTON ROAD AND UNIVERSITY AVENUE RIGHT-OF-WAY PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to adopt Ordinance No. 2022-24.

Vote: 5 - 1

NAY: Councilmember Adam Shimoni

At this time, Councilmember House returned to the dais.

B. **Consideration and Adoption of Ordinance No. 2022-31:** An Ordinance of the City Council of the City of Flagstaff, abandoning approximately 5,237 square feet of public right-of-way at the northwest corner of Fountaine Street and Hoskins Avenue; providing for delegation of authority, repeal of conflicting ordinance, severability, and establishing an effective date

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Miranda Sweet to read Ordinance No. 2022-31 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ABANDONING APPROXIMATELY 5,237 SQUARE FEET OF PUBLIC RIGHT-OF-WAY AT THE NORTHWEST CORNER OF FOUNTAINE STREET AND HOSKINS AVENUE; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Miranda Sweet to adopt Ordinance No. 2022-31.

Vote: 7 - 0 - Unanimously

C. **Consideration and Approval of Contract:** Construction Manager at Risk Construction Services Agreement with Eagle Mountain Construction, Inc. for the Beulah/University Roadway Project.

Capital Improvements Project Manager David Pedersen provided a PowerPoint presentation that covered the following:

BEULAH/UNIVERSITY REALIGNMENT PROJECT
PROJECT LOCATION MAP
PROJECT EXTENT
STAKEHOLDERS & GRATITUDE

ABBREVIATED PROJECT TIMELINE
PROJECT COMPONENTS
CONSTRUCTION COSTS
TIMELINE OF CONSTRUCTION COSTS (2022)
PROJECT FUNDING
BRIEF CONSTRUCTION OVERVIEW

Councilmember Shimoni asked about any progress with ADOT for an at-grade crossing. Mr. Pedersen stated that there was no support from ADOT to incorporate an at-grade crossing.

Councilmember Shimoni voiced concern about two-lane roundabouts not being bike or pedestrian-friendly. The underlying value supports vehicles rather than pedestrians and cyclists. Given that and the cost of the project, he was not supportive.

Councilmember McCarthy asked if a traditional intersection would have saved money. Mr. Pedersen explained that a traditional intersection was considered and analyzed as part of the initial project and design but was not selected.

Councilmember Salas stated that the project had been approved and funded by voters in 2000. It had taken over 20 years to get to construction and in the last four years Council had spent countless hours discussing the design of the project. It was time to move forward.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to approve the Construction Manager at Risk Construction Services Agreement with Eagle Mountain Construction for a Guaranteed Maximum Price of $19,010,333.00 and a contract duration of 850 calendar days, approve an Owner's Contingency of $299,000.00, which is 1.55% of the Guaranteed Maximum Price, and authorize the City Manager to execute the necessary documents.

Vote: 6 - 1

NAY: Councilmember Adam Shimoni

Mayor Deasy reordered the agenda and took Item 11A next.

10. PUBLIC HEARING ITEMS

A. **Consideration and Adoption of Resolution No. 2022-56:** A Resolution of the Flagstaff City Council amending the Flagstaff Regional Plan 2030 to change the place type designation within a future suburban activity center (S16) from neighborhood scale to regional scale on Maps 21, 22, and 24; move the center point of a future suburban activity center (S16) north and east on Maps 21, 22, and 24; change the area type designation on Map 21 and 22 from Area in White and existing Rural/Future Suburban to Existing Employment for approximately 28 acres; and realign a future circulation road corridor on Map 25 generally located at 1120 W Purple Sage Trail; providing for severability, and establishing an effective date.

Mayor Deasy recused himself due to a conflict of interest and left the dais. Vice Mayor Sweet presided over the meeting.

Vice Mayor Sweet opened the public hearing.

Zoning Code Manager Tiffany Antol provided a PowerPoint presentation that covered the following:

NORTHERN ARIZONA HEALTHCARE HEALTH VILLAGE
MINOR REGIONAL PLAN AMENDMENT
REQUEST
SUBJECT PROPERTY
CHANGE THE PLACE TYPE DESIGNATION
AMEND MAP 21
AMEND MAP 25
FINDINGS
REGIONAL PLAN VISION
POLICY ANALYSIS
CITIZEN PARTICIPATION PLAN
RECOMMENDATION

Northern Arizona Healthcare (NAH) representatives, Josh Tinkle and Steve Eiss provided a PowerPoint presentation that covered the following:

REGIONAL PLAN AMENDMENT
ABOUT US
HOW WE SERVE THE COMMUNITY
WE'VE OUTGROWN OUR HOME AT FMC
WHAT WE ARE FACING TODAY
SO WE'RE MAKING OUR LARGEST EVER INVESTMENT
SOCIAL DETERMINANTS OF HEALTH
ADDRESSING SDOH FACTORS
SUPPORTING FLAGSTAFF'S REGIONAL PLAN
ESTIMATED ECONOMIC BENEFITS FOR CITY OF FLAGSTAFF
CONTINUED COMMUNITY ENGAGEMENT

The following individuals addressed Council regarding the resolution:

- Heather Dalmolin, Mountain Line CEO and General Manager
- Whitney Cunningham
- David Hayward
- Alexander Shenkin
- Michele James, Executive Director of Friends of Flagstaff's Future

The following comments were received:

- Transit and healthcare are linked.
- The new facility needed to be served by public transportation.
- There was no current capacity in the Mountain Line budget to expand the current system without additional funding.
- NAH does not have the funding to meet the additional cost and proposes that additional funding come from the city.
- Mountain Line is in the process of completing the five-year transit plan which includes service to the proposed area.
- We respect the mission of the hospital and the need for quality medical care in Flagstaff.
- The existing hospital facility was not able to provide the highest quality of care that Flagstaff deserves.
- Please approve the minor Regional Plan amendment and allow NAH to continue moving forward with the project.
- It is important to look forward to the issues that will come up with the rezone.
- Two significant problems need to be addressed, fire and police service and the traffic impact analysis.

- NAH has held several community meetings but very few of the outcomes from those meetings are reflected in their plans.
- Noise is a consistent concern as is the potential for increased vagrancy.
- The traffic safety concerns have not been addressed.
- Concerned about the lack of written commitments by NAH.
- There is a lack of information about roadway design, intersection design, public transit, fire service, and what will happen with the existing campus.
- Time must be taken to obtain firm commitments now about how the project will develop in years to come.

Written comments citing concerns with the NAH development were submitted by the following:

- Liz Golden
- Sean Ryan

Councilmember Salas asked about NAH's meetings with the Arizona Department of Transportation (ADOT). Mr. Eiss explained that they met with ADOT and MetroPlan to discuss future growth plans for Flagstaff and explore the possibility of a four-lane bridge on JW Powell instead of the originally proposed two-lane bridge. ADOT was reexamining the project and considering funding for a four-lane bridge and Metro Plan was involved in related efforts through their Board.

Councilmember Salas asked about NAH's plan for transportation services for patients and employees. Mr. Eiss stated that the discussion with Mountain Line was about funding. It was believed that there are others who will benefit from transit in the area and could also partner on funding. They are committed to designing roads to ensure proper transit access in the future including bus stop locations. They are dedicated to patient transportation for those who need it. They offer coordination with Lyft, paratransit, and point-to-point transportation when needed.

Councilmember Salas asked about continued community engagement. Mr. Eiss offered that from the new campus perspective, they had met the obligations for the zoning cases. They remain committed to meet with people and groups as needed to hear and address concerns. In terms of the old campus, they have contracted with PUMA for a study on what a community-based redevelopment could look like and they plan on including those efforts in the development agreement.

Councilmember Shimoni also expressed concerns about transit in the area. He noted that he would like to see more housing incorporated into the development. Mr. Eiss and Mr. Tinkle reiterated their desire to find an agreement with Mountain Line for transit services but that it was an issue of funding for both parties.

Councilmember Aslan stated that he understood the need for an expanded regional hospital but that he was not as convinced on the retail, lodging, research and development, or for-profit aspects. He voiced appreciation for the efforts to address public safety and dark sky maintenance. He added his concern about transit and that the larger goal was to reduce vehicle miles traveled and having a robust transit system in place encouraged that behavior.

Councilmember Aslan went on to state that he believed that the community deserved a historic record that reflected the dissatisfied and dispirited voices. He did not think it appropriate for the project to launch with unanimous support from the City Council. He noted that he would be casting a dissenting vote, so the tension was accurately represented. Just because it would be an entitlement case did not mean NAH was entitled to an automatic path forward.

Councilmember House acknowledged the tension within the community. The tension was related to the numerous unknowns and the idea of such a large project moving forward without solid solutions. She was grateful for NAH's recognition and acknowledgment of the unknowns. She felt that there was general approval and understanding but the concerns had a lot of validity and she encouraged them to continue conversations and engaging with the community.

Vice Mayor Sweet stated that she shared many of the concerns articulated by other members of Council. She looked forward to seeing those concerns addressed as things moved forward.

There being no further comment, Vice Mayor Sweet closed the public hearing.

Councilmember Salas stated that what was before the Council was a minor Regional Plan amendment. It was the first step in a series of entitlement applications to move forward with the relocation of the facility. There would be a Specific Plan, a Concept Zoning Map, a rezone request, and a development agreement. The Planning and Zoning Commission had unanimously recommended approval of the request because the goals and policies presented were in conformance with the Flagstaff Regional Plan.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Adam Shimoni to read Resolution No. 2022-56 by title only.

Vote: 5 - 1

NAY: Councilmember Austin Aslan

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AMENDING THE FLAGSTAFF REGIONAL PLAN 2030 TO CHANGE THE PLACE TYPE DESIGNATION WITHIN A FUTURE SUBURBAN ACTIVITY CENTER (S16) FROM NEIGHBORHOOD SCALE TO REGIONAL SCALE ON MAPS 21, 22, AND 24; MOVE THE CENTER POINT OF A FUTURE SUBURBAN ACTIVITY CENTER (S16) NORTH AND EAST ON MAPS 21, 22, AND 24; CHANGE THE AREA TYPE DESIGNATION ON MAP 21 AND 22 FROM AREA IN WHITE AND EXISTING RURAL/FUTURE SUBURBAN TO EXISTING EMPLOYMENT FOR APPROXIMATELY 28 ACRES; AND REALIGN A FUTURE CIRCULATION ROAD CORRIDOR ON MAP 25 GENERALLY LOCATED AT 1120 W PURPLE SAGE TRAIL; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2022-56.

Vote: 5 - 1

NAY: Councilmember Austin Aslan

A break was held from 5:23 p.m. through 5:50 p.m. at which time Mayor Deasy returned to the dais.

11. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2022-57:** A Resolution naming the Milligan House at the Discover Flagstaff Convention and Visitors Bureau administration facility the "Debbi L. Grogan Memorial CVB Conference Room."

Communications Specialist Meg Roederer addressed Council and stated that the purpose of the resolution was to honor Debbie Grogan. She was a pillar of the community and a member of the Tourism Commission. The naming the CVB conference room was to honor her legacy.

Councilmember Salas expressed appreciation for the request. She had known and worked with Debbie Grogan, and she was a stalwart advocate for tourism, economic vitality, and events in the community.

A written comment in support of the renaming was submitted by Rand Jenkins.

Moved by Vice Mayor Miranda Sweet, **seconded by** Mayor Paul Deasy to read Resolution No. 2022-57 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, OF THE CITY OF FLAGSTAFF NAMING THE MILLIGAN HOUSE AT THE DISCOVER FLAGSTAFF CONVENTION AND VISITORS BUREAU ADMINISTRATIVE FACILITY THE "DEBBI L. GROGAN MEMORIAL CVB CONFERENCE ROOM"

Moved by Vice Mayor Miranda Sweet, **seconded by** Mayor Paul Deasy to adopt Resolution No. 2022-57.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption:** Thorpe Park Annex Concept

Assistant Parks, Recreation, Open Spaces, and Events Director Amy Hagin provided a PowerPoint presentation that covered the following:

THORPE PARK ANNEX FINAL CONCEPT ADOPTION
RECAP
DESIGN RENDERINGS
CITY EMPLOYEE HOUSING – KEY CONSIDERATIONS
WHAT DOES ADOPTION OF A CONCEPT DO?

The following individuals addressed Council regarding the Thorpe Park Annex Concept:

- Duffie Westheimer
- Charlie Silver
- Chris Jocks
- Travis Pinn

The following comments were received:

- There are 300 residents adjacent to the area; there are concerns about safety, noise, and traffic.
- The only things residents want in the area are things that are low use and low action to protect the quality of life.
- The consultants paid no attention to the context of the land.
- This is a reincorporation, not an annex.
- The city ordinance reaffirmed the park's purpose in 1957.
- The historical value of the park must be preserved.
- There is concern that the redevelopment would set a precedent for other parks.
- The concept focuses on active recreation versus passive.

- There has been no traffic analysis done.
- There needs to be more details on the proposed housing.
- Move the skate park and pump track to the north.
- The Indigenous Circle of Flagstaff supports the Indigenous Community Cultural Center (ICCC).
- The inclusion of the ICCC is a milestone.
- The purpose of the ICCC is to be a source of knowledge, health, history, and conciliation.
- The Indigenous Circle of Flagstaff continues to be ready to take the lead on the planning and building of the ICCC.
- The ICCC will bring a quiet and peaceful place for people and youth.

Written comments with concerns about noise, traffic, housing, and parking were submitted by the following:

- Patti Hogan
- Michele James, Executive Director of Friends of Flagstaff's Future
- Ellen Ryan
- Rose Houk
- Zachary Zdinak

Councilmember Aslan expressed concern about the noise generated from the skate and pump track. Ms. Hagin stated that staff continues to research sound levels associated with the skate and pump tracks. They have been measuring sound levels at Foxglenn Park to better understand the level of sound generated. Councilmember Aslan added that children using the park amenities, and the noise generated by them was an appropriate use and fits within the concept of the original purpose of the land. He would be open to design changes to move it north if possible. On the topic of housing at the location, he noted that while he would like to see a housing component he was concerned about precedent as well as conflicts with Ordinance 425.

Councilmember Shimoni offered that he was excited about the ICCC and that he would support housing at the location. He also noted support for any adjustments in the design to buffer sound.

Councilmember McCarthy stated that he did not believe that the design was ready and that more changes were needed. He indicated that there should be a different approach that focused on passive recreation. He supported the inclusion of the ICCC but felt that housing should be removed from the concept. He stated that the skate park should be moved north and suggested swapping it with the parking or community gardens or removing it all together. He also suggested moving the traditional ceremonial space to the west side of the building.

Mayor Deasy commented that he had concerns about housing. He did not believe noise from the park would be significant. He was not opposed to switching the location of the skate track and the community garden. He noted that the community needed more places for kids to play. His suggestions were to remove the housing, move the skate park north, and include the pickleball courts with the overall plan for approval.

Vice Mayor Sweet voiced her support for the landscape barrier to mitigate noise. She did offer support for switching the community garden and skate park, as well as removing the housing from the project.

Councilmember House expressed that her biggest struggle was the housing component. She did not want to support removing it, but understood the challenges associated with the housing and that there was no guarantee that it would become a reality; for those reasons,

she would not oppose removing it. She would support the relocation of the skate park so long as it did not impede on the ICCC and the peacefulness that was visioned for it.

Parks, Recreation, Open Space, and Events Director Rebecca Sayers stated that what had been proposed seemed doable. It was a concept to start from. There was no funding for the project yet and there would be many more discussions with Council in the future as the project and design evolved.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to adopt the Thorpe Park Annex Concept Plan with the following adjustments: the skate park and community garden locations be switched, and the housing be removed and turned into passive space.

Moved by Councilmember Khara House, **seconded by** Councilmember Regina Salas to amend the motion adopt the Thorpe Park Annex concept plan, convert the proposed employee housing to passive space, and reexamine the location of the skate park.

Vote: 7 - 0 - Unanimously

ORIGINAL MOTION:

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Ordinance No. 2022-33:** an Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code Title 7, Health and Sanitation, Chapter 7-08, Extension and Reimbursement Agreements for the Construction of Water and Sewer Line, and Title 13, Engineering Design Standards and Specification for New Infrastructure, Chapter 13-09 Water, Sewer, and Other Underground Utilities, by amending the Reimbursement Agreement provisions to allow a longer maximum payback period; repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date.

Water Services Engineer Gary Miller provided a PowerPoint presentation that covered the following:

REIMBURSEMENT AGREEMENTS
WHAT IS A REIMBURSEMENT AGREEMENT?
REIMBURSEMENT AGREEMENT CHANGES

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Miranda Sweet to read Ordinance No. 2022-33 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 7, HEALTH AND SANITATION, CHAPTER 7-08, EXTENSION AND REIMBURSEMENT AGREEMENTS FOR THE CONSTRUCTION OF WATER AND SEWER LINES, AND TITLE 13, ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE, CHAPTER 13-09 WATER, SEWER, AND OTHER UNDERGROUND UTILITIES, BY AMENDING THE REIMBURSEMENT AGREEMENT PROVISIONS TO ALLOW A LONGER MAXIMUM PAYBACK PERIOD; REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

D. **Consideration and Adoption of Resolution No. 2022-59:** A Resolution of the Flagstaff City Council, adopting the 2022 revisions to the Flagstaff Carbon Neutrality Plan

Climate Program Manager Jenny Niemann provided a PowerPoint presentation that covered the following:

CARBON NEUTRALITY PLAN REVISION UPDATE
AGENDA
THREE TYPES OF REVISIONS
INCORPORATION OF NEW INFORMATION
STANDARD ANNUAL REVISIONS
PLAN CONSOLIDATION
CAAP-CNP INTEGRATION
PREVIOUS CNP TARGET AREAS
THE REVISED CNP INCORPORATES SIX NEW TARGET AREAS
HOUSING FOR ALL
INCLUSIVE RECREATION
WATER SECURITY
HEALTHY FORESTS AND OPEN SPACES
HEALTH AND SAFETY
ECONOMIC PROSPERITY

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to read Resolution No. 2022-59 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ADOPTING THE 2022 REVISIONS TO THE FLAGSTAFF CARBON NEUTRALITY PLAN

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to adopt Resolution No. 2022-59.

Vote: 7 - 0 - Unanimously

E. **Consideration and Adoption of Resolution No. 2022-60 and Ordinance No. 2022-34:** A Resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "Vehicle Noise Code Amendments" and an Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 6, Police Regulations, Chapter 8, Noise Control, by adopting by reference that certain document entitled "Vehicle Noise Code Amendments;" providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date

Deputy Police Chief Paul Lasiewicki addressed Council and stated that the ordinance was a result of prior discussion and direction of Council.

Councilmember Shimoni stated that it was not a public safety issue but rather a behavior regulation. He would rather move forward with it as an on-the-spot enforcement rather than a dispatch and respond situation. He did not want to take officers off the road to respond to vehicle noise calls as the offender would likely be gone from the scene by the time the officer arrived.

Senior Assistant City Attorney Marianne Sullivan stated that if an ordinance was in place and

a violation of the ordinance was reported, the police were obligated to respond. Deputy Chief Lasiewicki noted that the police respond to all calls for service. Councilmember Shimoni offered that he would not support the ordinance; there were bigger issues that needed to be addressed and it would pull already limited resources from the Police Department.

Mayor Deasy agreed and stated that he too would not support the ordinance. He believed that more serious criminal issues should be the focus of the Police Department.

Councilmember Salas also agreed and stated that it was about prioritization and resource allocation. She would vote against the ordinance.

Councilmember McCarthy stated that it would not be a criminal violation but a civil violation. There was nothing in the ordinance that required the police to respond, they could use their own discretion on what to respond to and when.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan to read Resolution No. 2022-60 by title only.

Vote: 4 - 3

NAY: Councilmember Adam Shimoni
Councilmember Regina Salas
Mayor Paul Deasy

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "VEHICLE NOISE CODE AMENDMENTS"

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to read Ordinance No. 2022-34 by title only for the first time.

Vote: 4 - 3

NAY: Councilmember Adam Shimoni
Councilmember Regina Salas
Mayor Paul Deasy

12. DISCUSSION ITEMS

None

13. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A Citizens' Petition titled Timely Public Access to Traffic Study Data

Traffic Engineer Jeff Bauman provided a PowerPoint presentation that covered the following:

TIMELY PUBLIC ACCESS TO TRAFFIC STUDY DATA PETITION

PETITION PURPOSE
CURRENT CITY PROCESS
ISSUES RAISED BY PETITION
ARIZONA PUBLIC RECORDS LAW
STAFF RECOMMENDATION

Brian Lee Wilson addressed Council and stated that there had been many discussions about traffic studies and traffic issues around the city. He had requested raw data for many of the studies and a consistent issue was not getting any data or that the data was provided too late. Additionally, the data that was received was not always consistent with the findings of staff. The public was not able to weigh in appropriately when the data was provided too late. He requested that the Council set a policy to stipulate that traffic study data be provided in a timely manner.

Mayor Deasy stated that that there needed to be more data sharing. He would support a discussion about how to provide more data to the public but he had concerns about specific timelines for staff. He liked the request to require information at least seven days in advance of a meeting but he was concerned with the request to require distribution of data within 15 days of the request.

Councilmember McCarthy stated that it should be the goal of staff to cooperate with requestors when they seek information and he believed that was generally the case.

Councilmember Shimoni offered that he saw value in the request, perhaps not he exact time frame. He suggested advancing the matter to a future discussion at which time they could adjust the timeline.

There was requisite Council support to advance the item to a future agenda for discussion.

B. **Future Agenda Item Request (F.A.I.R.):** A Citizens' Petition titled Traffic Calming in Boulder Pointe.

Traffic Engineer Jeff Bauman provided a PowerPoint presentation that covered the following:

BOULDER POINT TRAFFIC CALMING PETITION
PETITION PURPOSE
BACKGROUND
HIGHLAND MESA
PUBLIC MEETINGS
APPEAL PROCESS
STAFF RECOMMENDATION

Brian Lee Wilson addressed Council and stated that the opening of the Woody Way gate in April 2020 caused significant traffic issues in the neighborhood, with traffic increasing by 70%. Axe Handle experienced an almost 900% increase, while Highland Mesa tripled its traffic. Despite trial strategies implemented by staff, there had been minimal reductions in speed, and some features posed safety risks for pedestrians and cyclists. A survey of 465 owners revealed that 75% supported a comprehensive approach with better bike and pedestrian protections. The request was for continued collaboration with enhanced public engagement to address traffic issues and fulfill promises made to Boulder Pointe residents.

There was requisite Council support to advance the item to a future agenda for discussion.

14. PUBLIC PARTICIPATION

None

15. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS

Councilmember Salas reported that the Stone Soup community dinner at the Murdoch Center, the ECoNA open house, and the Holiday Light Parade in downtown Flagstaff were scheduled for later that week.

Councilmember Aslan requested that staff reach out to the incoming Attorney General to request a meeting with the City Council.

Vice Mayor Sweet thanked the Downtown Business Alliance and the Parks, Recreation, Open Space, and Events team for their work on the tree lighting ceremony. It was a great success and she was looking forward to the light parade later that week.

Councilmember Shimoni stated that the Coconino County Recovery Court graduation was scheduled for Wednesday, December 7, 2020, and he encouraged the Council to attend.

Councilmember House stated that she planned to participate in the Stone Soup event. She also participated in the Winter Wonderland tree-lighting event the prior week. She noted that she recently attended a seminar titled Exploring the Mental Health of Native American Communities sponsored by Mental Health America. It was a great seminar that provided information and insight that she would be taking into the next year.

16. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held December 6, 2022, adjourned at 7:57 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on December 6, 2022. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 6th day of February, 2024.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, DECEMBER 20, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Deasy called the meeting of the Flagstaff City Council held December 20, 2022, to order at 3:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DEASY	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SALAS (virtually)	
COUNCILMEMBER SHIMONI	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

The Council and audience recited the pledge of allegiance, Councilmember McCarthy read the Mission Statement of the City of Flagstaff, and Councilmember Shimoni read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. Swearing in of Mayor and Councilmembers

The Honorable Judge Chotena administered the Oath of Office to the newly elected Mayor and Councilmembers Becky Daggett, Austin Aslan, Deborah Harris, Khara House, and Lori Matthews.

A written comment congratulating Councilmember House was submitted by her father.

5. Transition of New Councilmembers to the Dais

6. Roll Call

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

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR ASLAN	
COUNCILMEMBER HARRIS	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SWEET	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

7. Selection of Vice Mayor

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to appoint Councilmember Austin Aslan as Vice Mayor.

Vote: 7 - 0 - Unanimously

8. Invocation

9. Recess for Reception

Mayor Daggett recessed the meeting at 3:18 p.m.

10. Reconvene Meeting

Mayor Daggett reconvened the meeting at 3:59 p.m.

11. PUBLIC PARTICIPATION

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

Nate Spangler addressed Council and spoke about climate change and the climate emergency. He requested Council demonstrate a commitment to his future and the future of others.

Flagstaff Fire Department Captain Paul Sanders addressed Council and provided a 2022 Year in Review of the Fire Department.

Carmelita Chief addressed Council and spoke about climate change and requested changes in organizational structure, staff summaries, and the budget process to address the issues.

Dr. Michael Caulkins addressed Council and spoke about environmental sustainability and in support of the comments made by Ms. Chief.

Mark Alexander addressed Council and spoke about the threats of climate change and the need for ongoing conversations about climate change.

12. Recognition: December Work Anniversaries

Senior Deputy City Manager Shannon Anderson provided a PowerPoint presentation that highlighted employees with a work anniversary in December.

13. LIQUOR LICENSE PUBLIC HEARINGS

Mayor Daggett opened the public hearing on both applications.

Police Sergeant Kevin Sapp introduced the application noting nothing of concern.

There being no public comment, Mayor Daggett closed the public hearing.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to forward both applications to the state with a recommendation for approval.

Vote: 7 - 0 - Unanimously

A. Consideration and Action on Liquor License Application: Devangkumar G. Patel "Mountain Spirits Co.," 1490 S. Riordan Ranch Street, Series 09 (liquor store - all spirituous liquor), Owner Transfer.

B. Consideration and Action on Liquor License Application: Ian Benjamin Burns, "Brown Bag Burger," 824 W. Route 66, B1, Series 12, New Application.

14. REGULAR AGENDA

A. Consideration and Adoption of Resolution No. 2022-61: A resolution adopting the City Council 2023 Commemorative Flag Designations

City Clerk Stacy Saltzburg introduced the item and reviewed the requested additions to the 2023 schedule of flags.

Kate Wyatt addressed Council and requested that a Human Trafficking Awareness flag be flown in the month of January.

Vice Mayor Aslan spoke about the Ukraine request and stated that he supported the addition of the Human Trafficking Awareness flag.

Councilmember House noted her support for the Human Trafficking Awareness flag and suggested splitting the month of January with High Tech month.

There was brief conversation about the flags for Black History month and Native American Heritage Month. Coordinator for Indigenous Initiatives Rose Toehe shared with Council that efforts were underway to redesign the Native American Heritage Month flag.

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Austin Aslan to read Resolution No. 2022-61 by title only with the entire month of February designated as Black History Month and the addition of the Human Trafficking Awareness flag for the second part of January.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF (PURSUANT TO THE CITY COUNCIL POLICY ON THE DISPLAY OF FLAGS) DESIGNATING ALL COMMEMORATIVE FLAGS THAT WILL BE DISPLAYED THROUGHOUT THE YEAR 2023 ON THE TEMPORARY POLE IN FRONT OF CITY HALL AS AMENDED

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to adopt Resolution No. 2022-61 as amended.

Vote: 7 - 0 - Unanimously

B. City Council Liaison Assignments

Council discussed the assignments and made the following appointments:

Metroplan (3 liaisons & 1 alternate)

- Councilmember McCarthy
- Vice Mayor Aslan
- Councilmember Sweet
- Alternate – Mayor Daggett

Northern Arizona Intergovernmental Public Transportation Authority (2 liaisons & 1 alternates)

- Councilmember Sweet
- Councilmember Matthews
- Alternate – Councilmember Harris

Northern Arizona Municipal Water Users' Association (1 liaison & 1 alternate)

- Councilmember Sweet
- Alternate – Mayor Daggett

Audit Committee (1 liaison)

- Councilmember Matthews

Economic Collaborative of Northern Arizona Executive Board (1 liaison & 1 alternate)

- Mayor Daggett
- Alternate – Councilmember Matthews

Northern Arizona Council of Governments (1 liaison & 1 alternate)

- Councilmember Sweet
- Alternate – Councilmember Harris

Colorado Plateau Water Advisory Council (1 liaison & 1 alternate) – not required

- Vice Mayor Aslan
- Alternate – Councilmember Matthews

Sister Cities International (1 liaison & 1 alternate) – not required

- Councilmember House

Criminal Justice Coordinating Council (1 liaison & 1 alternate)

- Councilmember Matthews
- Alternate – Mayor Daggett

City Commissions (1 liaison each)

Airport Commission

- Councilmember Harris

Beautification and Public Art Commission

- Councilmember Sweet

Commission on Diversity Awareness

- Councilmember House

Commission on Inclusion and Adaptive Living

- Mayor Daggett

Housing Commission

- Councilmember House

Indigenous Commission

- Councilmember Matthews
- Alternate – Mayor Daggett

Open Spaces Commission

- Councilmember Harris

Parks and Recreation Commission

- Councilmember Harris

Sustainability Commission

- Vice Mayor Aslan

Tourism Commission

- Vice Mayor Aslan

Transportation Commission

- Councilmember McCarthy

Water Commission

- Councilmember Sweet

15. PUBLIC PARTICIPATION

None

16. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS

Councilmember Sweet wished everyone Happy Holidays and welcomed all the new Councilmembers.

Councilmember McCarthy welcomed the new Councilmembers and thanked the exiting Councilmembers for their serve. He also requested an updated from staff on the work related to climate action.

Vice Mayor Aslan extended a welcome to all new members of the City Council.

Councilmember Matthews thanked everyone for the opportunity to serve and that she looked forward to working together.

Mayor Daggett extended appreciation to Mayor Deasy, Councilmember Salas, and Councilmember Shimoni for their work and service to the community. She extended congratulations to the incoming Councilmembers.

17. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held December 20, 2022, adjourned at 5:21 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on December 20, 2022. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 6th day of February, 2024.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, JUNE 6, 2023
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held June 6, 2023, to order at 3:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DAGGETT	VICE MAYOR ASLAN
COUNCILMEMBER HARRIS	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SWEET	

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

The Council and audience recited the pledge of allegiance, Councilmember Matthews read the Mission Statement of the City of Flagstaff, and Councilmember Sweet read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. PUBLIC PARTICIPATION

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

Sustainable Food Systems Vista Natalie Pierson addressed Council regarding Pollinator Week and invited Council and the public to participate in various events throughout the week.

Stephen Puhr addressed Council and spoke in opposition to the plans to build at USGS when there were no cost recovery plans.

Tom Pearson addressed Council about climate change and concerns with the Carbon Neutrality Plan.

Seth Moniz addressed Council about the requirements being imposed by the county for wastewater systems south of Grand Canyon.

Cassidy Motahari submitted a written comment with concerns about the elimination of free parking.

5. COUNCIL LIAISON REPORTS

Councilmember McCarthy reported that he attended the Bicycle Advisory Committee meeting where they discussed the Butler and Beaver separated bike lane project. There was discussion about trying to keep the pilot in place. He also reported that MetroPlan hired Kate Morely as their Executive Director.

Councilmember House reported that she attended the Commission on Diversity Awareness meeting where they discussed the upcoming pride parade. They also discussed the Northern Arizona Healthcare proposed health village project. She also reported that the Housing Commission met and had a good conversation about the new GIS maps that focus on housing options and the furtherance of the Ten-Year Housing Plan.

Councilmember Harris reported that she attended a Digital Equity Institute meeting where they discussed inequities and challenges associated with internet access.

6. APPOINTMENTS

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

A. **Consideration of Appointments:** Beautification and Public Art Commission.

Moved by Councilmember Khara House, **seconded by** Councilmember Jim McCarthy to appoint J. Micheal Cruz to a term expiring June 2026.

Vote: 6 - 0 - Unanimously

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Lori Matthews to appoint Carla McCord to a term expiring June 2024.

Vote: 6 - 0 - Unanimously

Moved by Mayor Becky Daggett, **seconded by** Councilmember Jim McCarthy to appoint Claire Eddleman-Heath to a term expiring June 2026.

Vote: 6 - 0 - Unanimously

7. CONSENT ITEMS

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

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Deborah Harris to approve the Consent Agenda as presented.

Vote: 6 - 0 - Unanimously

A. **Consideration and Approval of Contract:** Approve the J.W. Powell Specific Plan Study - Change Order Number 5 with Peak Engineering, Inc. in the amount of $220,142.62.

1. Approve Change Order Number 5 with Peak Engineering, Inc. in the amount of $220,142.62;
2. Add 601 calendar days to the design services contract; and
3. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Contract:** Approve the construction contract with Mountain High Excavating, LLC. in the total amount of $5,291,814.00 for the Switzer Canyon Water Transmission Main Phase IV Improvement Project.

1. Approve the construction contract with Mountain High Excavating, LLC (“Contractor”) in the total amount of $5,291,814.00 and a contract time duration of 270 calendar days.
2. Approve a contract allowance of $223,581.00 which is 5% of the Engineer’s Estimate of Probable Cost.
3. Approve Change Order Authority to the City Manager in the amount of $529,181.40 (10% of the contract amount, less allowance); and
4. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Cooperative Purchase Contract:** with J.C Cullen, Inc. d/b/a Niles Radio Communications in the amount of $222,390.04, plus applicable taxes, for Cradlepoint R1900 routers, Panorama antennas, licensing, hardware installation, and support/maintenance.

1. Approve a Cooperative Purchase Contract with J.C Cullen, Inc. d/b/a Niles Radio Communications in the amount of $222,390.04, plus applicable taxes, for Cradlepoint R1900 routers, Panorama antennas, licensing, hardware installation, and support/maintenance; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Construction Manager at Risk Construction Services Contract with a Guaranteed Maximum Price of $4,300,000.00 for construction of Sequence D-Phase II to be awarded to Rummel Construction, Inc.

1. Approve the Construction Manager at Risk (CMAR) Construction Services Guaranteed Maximum Price (GMP 1) to Rummel Construction, Inc. (Contractor) for $4,300,000.00, with a construction duration not to exceed 411 calendar days (June 30, 2024); and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Contract:** Approve the 2023 Renewal of the Master Agreement for Software Maintenance with Hexagon for software utilized by the City of Flagstaff Police Department in the amount of $270,972.72 (plus any applicable sales tax).

1. Approve the 2023 Renewal of the Master Agreement for Software Maintenance with Hexagon in the amount of $270,972.72 (plus any applicable sales tax); and
2. Authorize the City Manager to execute all necessary documents.

8. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2023-30:** A resolution of the Council of the City of Flagstaff, Arizona adopting the tentative budget for Fiscal Year 2023-2024.

Finance Director Brandi Suda provided a PowerPoint presentation that covered the following:

CITY OF FLAGSTAFF FY 2023-2024 BUDGET
TIMELINE
LEGAL SCHEDULE A
HIGHLIGHTS
TOTAL EMPLOYEE INVESTMENT
CHANGES SINCE APRIL RETREAT
ADDITIONAL INFORMATION

Ms. Suda explained that the resolution would set the maximum appropriation that could be spent for the upcoming fiscal year.

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Lori Matthews to read Resolution No. 2023-30 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THE TENTATIVE BUDGET FOR THE FISCAL YEAR 2023-2024

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Lori Matthews to adopt Resolution No. 2023-30.

Vote: 6 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No. 2023-31:** A resolution approving the Third Amendment to the Intergovernmental Agreement and Third-Party Agreement between the City of Flagstaff, Coconino County and Paw Placement of Northern Arizona dba High Country Humane for Animal Sheltering Services.

Police Chief Dan Musselman stated that the resolution would authorize a five-year extension to the agreement with High Country Humane. He noted that annual price adjustments would be based on the CPI and applied on July 1 of each year. The total increase would be $12,769 over the prior year. He also stated that the amendment was consistent with the charges Coconino County had agreed to provide.

Sam Wheeler, Chairperson of the High Country Humane Board of Directors, addressed Council and thanked them for the consideration of the amendments and stated that the amendments would provide the tools necessary to take their organization to a higher level.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Miranda Sweet to read Resolution No. 2023-31 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AMENDMENT THREE TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY, PAW PLACEMENT OF NORTHERN ARIZONA, DBA HIGH COUNTRY HUMANE, AND THE CITY OF FLAGSTAFF FOR ANIMAL SHELTERING SERVICES

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Miranda Sweet to adopt Resolution No. 2023-31.

Vote: 6 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2023-21:** A resolution approving the filing of condemnation proceedings to acquire easements necessary for the Switzer Canyon Water Transmission Main Project, Phase IV.

Moved by Councilmember Deborah Harris, **seconded by** Councilmember Jim McCarthy to postpone until staff was able to obtain necessary documentation.

Vote: 6 - 0 - Unanimously

D. **Consideration and Approval of Lease Amendments:** Flagstaff Airport Rental Car Concessions, IFB 2011-09A: Amendment to leases with Avis Budget Car Rental LLC, Alamo Rental Car/National Car Rental, The Hertz Corporation, and Enterprise Rent-A-Car companies. (Amendment to current leases with car companies for a one-year extension)

Real Estate Manager Bryce Doty addressed Council and stated that the amendments were for a one-year extension of the current leases. He explained that staff were working on a new

solicitation for rental services and the contract extensions would provide the necessary time to conduct the solicitation appropriately.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to approve the amendments to the current lease agreements for a lease renewal for one (1) year between the City of Flagstaff and Avis Budget Car Rental LLC, Alamo Rental Car/National Car Rental, The Hertz Corporation, and Enterprise Rent-A-Car Companies and authorize the City Manager to execute all necessary documents.

Vote: 6 - 0 - Unanimously

E. **Consideration and Adoption of Resolution No. 2023-32:** A resolution in support of calls for President Joe Biden to create Baaj Nwaavjo I'tah Kukveni Grand Canyon National Monument in Northern Arizona

Public Affairs Director Sarah Langley stated that a coalition of Indigenous Nations was calling upon the President to protect areas that include sacred and cultural sites. If created, the designation would protect the area by making the twenty-year moratorium on mining permanent.

Coordinator for Indigenous Initiatives Rose Toehe offered that the designation was very important to many Indigenous Nations in the area and beyond. Many people were suffering due to uranium mining and 67% of Arizonans supported a permanent ban on uranium mining around the Grand Canyon. It was important to adopt the resolution and it was critical to the relationships the City of Flagstaff was building with their Indigenous neighbors.

Councilmember House stated that the resolution and designation was an important step in land acknowledgement.

Moved by Councilmember Khara House, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2023-32 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, IN SUPPORT OF CALLS FOR PRESIDENT JOE BIDEN TO CREATE BAAJ NWAAVJO I'TAH KUKVENI GRAND CANYON NATIONAL MONUMENT IN NORTHERN ARIZONA

Moved by Councilmember Khara House, **seconded by** Councilmember Deborah Harris to adopt Resolution No. 2023-32.

Vote: 6 - 0 - Unanimously

F. **Consideration and Adoption of Resolution No. 2023-20 and Ordinance No. 2023-12:** A Resolution of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "NAH Health Village Phase 1 Specific Plan" and an Ordinance of the City Council of the City of Flagstaff, Coconino County adopting the NAH Health Village Phase 1 Specific Plan to guide the development of 172.62 acre of real property and to provided specific development requirements for 93.39 acres generally located at 1120 W Purple Sage Trail.

Zoning Code Manager Tiffany Antol provided a PowerPoint presentation that covered the following:

NAH HEALTH VILLAGE, SPECIFIC PLAN, CONCEPT ZONING MAP AMENDMENT AND DEVELOPMENT AGREEMENT
NAH HEALTH VILLAGE
DEVELOPMENT AGREEMENT
OVERVIEW
SITE PLAN REVIEW
OPEN SPACE & CIVIC SPACE
RESIDENTIAL DENSITY
SUSTAINABILITY
PRIVATE SHUTTLE SERVICE
FIRE PROTECTION
LEGACY CAMPUS
OUTDOOR LIGHTING
WATER AND SEWER IMPROVEMENTS
ON-SITE TRANSPORTATION IMPROVEMENTS
OFF-SITE TRANSPORTATION IMPROVEMENTS
RECOMMENDATION

Mr. Clifton addressed Council to comment on an allegation that the recent Council Washington D.C. trip was done solely for the purpose of advocating for the NAH relocation and associated funding. He stated that the allegation was not true. He explained that trips to Washington D.C. to meet with the city's delegation are done on an annual basis and have been for many years. The purpose of the trips were to build relationships between elected officials at the local and federal levels; they were also a means by which the city pursued programmatic funding, grant funding, direct appropriations, and funding support. The city had enjoyed a strong track record of receiving funding support that materialized from those trips. Recently, the relationships with congressional delegates had resulted in support, allocation of land resources, and funding for flood mitigation efforts, along with a $56 million allocation toward the Rio de Flag project.

Mr. Clifton reviewed the materials presented to representatives during the trip and explained that there was a brief mention of a direct spending request associated with the RAISE grant application that included NAH as a co-applicant and the matching funds that they would be providing should the grant be awarded to the city. He went on to explain that it was not unusual for the city to partner with private entities, developers, nonprofits, service organizations, and other government agencies on grant pursuits. He clarified that there were many needs within the public safety utility and a new fire station in the area of the NAH development was one of them. The current station was undersized and not able to accommodate the newly acquired ladder truck or the necessary staff to man the truck. A new station was needed to provide the necessary public safety services to the area and that need would exist with or without the NAH development; the relocation had just advanced the timeline.

Councilmember Matthews asked who was responsible for funding the improvements if the grant was not awarded. Ms. Antol explained that the financial responsibility fell entirely to NAH.

NAH Vice President of Real Estate and Construction Steve Eiss, along with Guillermo Cortes from Shepard-Wesnitzer Inc., and Tim Kinney from Kinney Construction Services Inc. continued the presentation.

NORTHERN ARIZONA HEALTHCARE HEALTH AND WELLNESS VILLAGE

A POTENTIAL I-17 UNDERPASS
HISTORY OF THE I-17 CROSSING
CONCEPTUAL TRAFFIC CONTROL PLAN
CONCEPTUAL TRAFFIC CONTROL PLAN PHASE 1
CONCEPTUAL TRAFFIC CONTROL PLAN PHASE 2
CONCEPTUAL TRAFFIC CONTROL PLAN PHASE 3
THE CHALLENGE IS CONSTRUCTING THE ACTUAL UNDERPASS
NAH'S SUSTAINABILITY EFFORTS

Councilmember McCarthy suggested the following two edits to the development agreement:

> 4.4.4 Electric Vehicle Charging – REVISED WORDING (added words in italics and caps):
> "upon surpassing 80% utilization of existing charging stations *DURING PEAK HOURS OF OPERATION,* NAH shall install additional electric vehicle charging stations sufficient to serve another 20 electric vehicles at a time."
>
> 4.4.5 Green Connect Program – REVISED WORDING (added words in italics and caps):
> "NAH shall join the APS Green Connect Partner Program prior to receiving the first certificate of occupancy for the Project. *TO THE EXTENT THAT ELECTRICAL POWER IS AVAILABLE FROM APS THROUGH THE PROGRAM, THE PROJECT SHALL USE POWER FROM THE PROGRAM OR FROM RENEWABLE ENERGY PRODUCED ON-SITE*."

Mr. Eiss stated that he had no problem with the first suggested amendment. Regarding the second, he stated that he was not sure if that was how the program worked currently through APS. They had committed to signing the same agreement that the City of Flagstaff had signed. Councilmember McCarthy stated that there needed to be some teeth put into that requirement.

Councilmember Matthews asked about their experience with building efficient buildings. Mr. Kinney stated that he was one of the first LEED-accredited developers in Northern Arizona over 20 years ago and had built several Green Sustainable buildings, eight of which were certified LEED Platinum. Councilmember Matthews asked Mr. Kinney's opinion on the project and the amendments that were added. Mr. Kinney stated that the LEED Silver was an excellent place to be, and while the Gold Standard was a reach, they would be able to achieve it without the certifications.

Councilmember Sweet asked about the challenges associated with going from a Silver Standard to a Gold Standard in Flagstaff. Mr. Kinney stated that the elevation was a challenge; Flagstaff has four distinct seasons and 40-degree temperature swings which could compromise mechanical equipment. They had been able to meet the Gold Standard with redundancies in place that had been well-designed to be efficient. Mr. Kinney noted that the Gold Standard had a wide range of points associated with it and they would probably be in the middle range of that. Going to Platinum would be another 20 to 40 points and would require an extensive redesign of the mechanical systems. They would have to get into more renewable energy which the site was not suited for because there were a lot of trees. Another significant challenge was accessibility to materials; the things that would have to be done to reach the Platinum Standard would be very costly and would require significant maintenance ongoing.

Councilmember Matthews stated that she had concerns with Councilmember McCarthy's proposed amendment that required the hospital to use clean energy because it may not be available.

Mayor Daggett thanked NAH for their commitment to provide all the data requested to calculate the carbon footprint. She stated that the information would allow the city to identify how to address the rest of the Carbon Neutrality Plan.

SUSTAINABILITY RECAP
CLARIFICATIONS FOR THE PUBLIC RECORD
FORMAL ASK OF CITY COUNCIL

Mayor Daggett asked staff to comment on the proposal regarding Purple Sage. City Engineer Paul Mood explained that it was difficult to respond to the proposed traffic control because it was the first time that staff had seen it. There would be other utilities in the roads such as water, fiber optics, and gas that would have to be considered. Staff's recommendation remained that the Purple Sage intersection be built to the elevation needed for a future underpass. Should Council like to amend that condition, staff recommended that the development agreement include the requirement that plans be submitted for both the interim condition and the final condition with the lower elevation that would include all demolition and temporary measures needed to do that construction prior to recording the final plat. That would allow staff to know what type of easements and other things would be needed in the future. Staff also recommended that some type of financial assurance be provided for future work.

Council inquired about the future need for the underpass. Mr. Mood explained that the underpass was showing in the Regional Plan so staff must assume that it would be built in the future when reviewing projects. Development in the area had not happened yet so the underpass had not been included in the city's five-year plans.

A break was held from 5:22 p.m. through 5:35 p.m.

The following individuals spoke in opposition of the NAH relocation project:

- Patricia Ellsworth
- Karen Enyedy
- Michele James
- David Spence
- Stefan Sommer

The following comments were received:

- The Northern Arizona Climate Change Alliance would have liked to have been involved in the conversation earlier.
- The development agreement should include the requirement for LEED Gold certification.
- Council should require staff to develop a plan for deep study and analysis.
- Technology is changing medical infrastructure needs and the infrastructure being envisioned now may not actually be needed.
- There needs to be an assessment of community health needs with careful attention to lower-income households.
- There is no way to determine an alternative plan without a study of the existing infrastructure and possible acquisition of available properties.
- There needs to be full disclosure of both known and potential costs of the project.
- More information is needed, and more time is needed to gather that information.
- Council should refer the matter to the voters.
- The draft development agreement does not adequately outline the expenses the city is responsible for.
- The development agreement should require a public process before any proposed changes are made to the infrastructure improvement agreements related to the fiscal

responsibility of NAH.
- At what level will NAH join the APS Green Connect Partner program, and how long will the agreement last?
- The Council should postpone the final reading of 2023-11 to allow time to receive and analyze the carbon footprint data.
- There should be an analysis of what a typical hospital stay costs at the current location in comparison to the cost at the new facility.
- Renovating the existing facility can achieve many of the same goals they have outlined for the new facility.
- The public deserves to know the projected costs for the existing and future locations.

The following individuals submitted written comments in opposition to the NAH relocation project:

- Kyle Nitschke
- Alex James Russell
- Christine Schimanski
- James Snyder

The following individuals spoke in favor of the NAH relocation project:

- Joe Galli
- Whitney Cunningham

The following comments were received:

- The Greater Flagstaff Chamber of Commerce supports the rezone and the development agreement because of the economic impacts that will come to the community as the facility is constructed and completed.
- New healthcare industry jobs will be created.
- Local contractors are being used for construction and they have impeccable reputations.
- There are over $100 million in tax revenues that will collectively be generated for local municipalities.
- Construction jobs will benefit retailers, hoteliers, and restaurants.
- Please continue to support the development and advance the rezone and development agreement.
- There have been generational investments in Flagstaff; in the 80’s W.L. Gore expanded their facilities by several hundred square feet, NAU expanded significantly in the 60’s, downtown business owners taxed themselves to grow and expand the downtown, and forty years ago, NAH was formed building on a facility that began in 1936.
- Continue the investment in leadership and vision.
- NAH is making a $50 million investment in roads and a $5 million investment in fire facilities.
- NAH is going to build a park bigger than Foxglenn and reduce energy consumption by 50% and fossil fuel usage by 75%. None of those benefits will be realized if the project does not move forward.
- The project is a generational investment and it should be supported.

Phillip Williams submitted a written comment in support of the NAH relocation project.

Senior Assistant City Attorney Christina Rubalcava provided a review of the recommendations for the development agreement:

1. Modify section 4.12.1 and 4.12.2 to reference the northern face of the patient towers rather than the western face.
2. Modify section 4.4.4 add Utilization shall be measured during regular hours of operation

for the ACC as the last sentence.

3. Modify section 4.4.5 modify as follows:
    1. NAH shall join the APS Green Connect Partner Program for 100 percent of electric power used on-site for the term of this Agreement. Copies of the contract approved by the Arizona Corporation Commission for this program shall be provided to the City prior to receiving the first certificate of occupancy for the Project. In the event that the APS Green Connect Partner Program is terminated or NAH desires to participate in an alternate program, NAH shall be permitted to participate in a substantially equivalent program upon the written approval of the City Manager and in the sole and absolute discretion of the City Manager.
4. Add section 4.4.7 Within 8 weeks from the date of execution of this Agreement, NAH shall provide the City with the calculated carbon footprint of the hospital and ACC, and shall also provide the underlying data used by NAH to calculate that carbon footprint.
5. Add section 4.4.8 NAH shall design the hospital and ACC to meet credit guidance for LEED Gold Standards, but is not required to obtain official LEED certification.

Councilmember Matthews offered comments about the underpass and suggested that NAH be required to provide engineering plans for the current state and plans for after Beulah was widened and put a 20% financial assurance bond with a sunset of ten years.

Councilmember Sweet asked about the APS Green Connect Partner program and if the development agreement would allow NAH to move away from that program should the city find a better program. Ms. Rubalcava stated that the language could be updated to add *"unless a substantially equivalent program is approved by the city."*

Councilmember Harris expressed frustration about people within the community trying to stop a project that would help other members of the community. She was concerned that the personal agenda of some has been put ahead of the health and safety of everyone else and future generations. The community was growing, and it would continue to grow. The community needed to come together and compromise to do what was best for everyone. She expressed her support for moving the project forward.

Councilmember McCarthy stated that he had studied the case in great detail and that he had met with many people on all sides of the issue, read numerous emails, and attended the Planning and Zoning Commission meetings. Many members of the public believed that the city was heavily subsidizing the development. However, based on the actual development agreement, NAH would be responsible for funding the infrastructure, including water and sewer systems, as well as road improvements. The city was assisting NAH in applying for federal road improvement grants, but if the grants were not awarded, NAH would be responsible for covering the costs. He stated that misinformation had circulated on social media that suggested the city would cover the transportation grant match, but NAH was responsible for that. He also stated that a new fire station was required regardless of the hospital's approval, as the current one was inadequate for the new equipment ordered and paid for by the city. The cost of the fire station would be shared equally between the city and NAH.

Councilmember McCarthy noted that the hospital itself would not pay property taxes because it was a nonprofit entity. However, the city would receive income from construction taxes and construction impact fees from all aspects of the project. Although carbon neutrality was not a requirement for other projects and was not mandated by city code, there was an understanding of the importance of moving towards carbon neutrality. While the new hospital may not achieve LEED Platinum certification, it had agreed to meet the standards of LEED Gold. NAH had also agreed to solar installations on at least 40% of the parking garage roof

within 18 months after receiving their Certificate of Occupancy. He also mentioned bus service, noting that while it would be valuable, the city did not require subsidized bus service for other developments. NAH would provide a free shuttle or taxi service for those who needed transportation.

Councilmember House stated that part of her consideration had been the broader vision for sustainable, responsible, and holistic development for Flagstaff's future. Flagstaff was growing and would continue to grow. She believed that the findings had been met. That did not dismiss the other aspects of the development and it was important to keep constantly engaged in the plans for the existing campus. She would like for the city to engage in a visioning process about future plans for the existing campus. There was a need to make brave decisions when it came to the development of Flagstaff, there had been a hesitation to do that in the past and there was fear in the community about what growth meant. Tough conversations must be had and difficult decisions must be made to grow responsibly.

Councilmember Sweet offered that there had been a lot of discussion and listening to all sides of the project and the e decisions were not easy. The project affected many people in the community and those who used the medical system. There were still questions and concerns, but she believed that the findings had been met to move the project forward. She looked forward to engaging on the plans for the legacy campus.

Councilmember Matthews stated that she believed that the process had been very open and transparent. So many of the questions being asked and concerns being raised had all been addressed in prior meetings. If people were to go back and watch the presentations over the last couple of years, most of their questions would be answered. At that point, suggesting that things are moving too fast and should slow down was just another delay tactic. She expressed concern that the messages out in the public were not factual and that much of the outrage that was on social media was based on false information. She acknowledged the concerns and complaints about how employees were treated and how business was conducted but those were not within the purview of the City Council. The role of the City Council was to determine if the findings could be met. She appreciated the conditions that were discussed, and she would like to revisit the Purple Sage underpass discussion soon.

Mayor Daggett offered appreciation to staff for their part in the process. It had been a long and stressful road for them, and she appreciated the dedication they have shown. She thanked those who came to the table and collaborated on the various conditions and requirements of the development agreement. Collaboration was critical, not just for that project, but moving forward as Flagstaff continued to grow. What was important was that information was factual; she encouraged the public to verify the information that they were presented with. She stated that Council would be discussing the site plan soon; it would be presented to the Council and public at an upcoming meeting. She also noted that the process had demonstrated the need to update codes to meet the community housing and climate goals. Lastly, she thanked the public for their involvement and participation in the public process; public input had led to a lot of important changes and clarifications.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Deborah Harris to adopt Resolution No. 2023-20.

Vote: 6 - 0 - Unanimously

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Deborah Harris to read Ordinance No. 2023-12 by title only for the final time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ADOPTING A SPECIFIC PLAN, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "THE NAH HEALTH VILLAGE PHASE 1 SPECIFIC PLAN" TO GUIDE THE DEVELOPMENT OF 172.62 ACRES OF REAL PROPERTY AND TO PROVIDE SPECIFIC DEVELOPMENT REQUIREMENTS FOR 98.39 ACRES GENERALLY LOCATED AT 1120 W PURPLE SAGE TRAIL PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Miranda Sweet to adopt Ordinance No. 2023-12.

Vote: 6 - 0 - Unanimously

G. **Consideration and Adoption of Ordinance No. 2023-11:** An Ordinance of the City Council of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 98.39 acres of real property from Rural Residential (40.47 acres) and Estate Residential (57.92 acres) to Highway Commercial (63.18 acres) and Public Facilities (35.21 acres) and adding the Resource Protection Overlay to APN 112-10-036, 112-10-037, and 112-05-125 generally located at 1120 W Purple Sage Trail.

Moved by Councilmember Deborah Harris, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2023-11 by title only for the final time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 98.39 ACRES OF REAL PROPERTY FROM RURAL RESIDENTIAL (40.47 ACRES) AND ESTATE RESIDENTIAL (57.92 ACRES) TO HIGHWAY COMMERCIAL (63.18 ACRES) AND PUBLIC FACILITIES (35.21 ACRES) AND ADDING THE RESOURCE PROTECTION OVERLAY TO APN 112-10-036, 112-10-037, AND 112-05-125 GENERALLY LOCATED AT 1120 W PURPLE SAGE TRAIL PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to adopt Ordinance No. 2023-11.

Vote: 6 - 0 - Unanimously

H. **Consideration and Possible Adoption of Resolution No. 2023-24:** A resolution authorizing the execution of the Northern Arizona Healthcare (NAH) Health Village Development Agreement between NAH and the City of Flagstaff, related to the development of approximately 172.62 acres of real property generally located at 1120 W. Purple Sage Trail.

Councilmember Matthews again offered her suggestion that NAH be required to provide engineering plans for the current state and plans for after Beulah was widened and put a 20% financial assurance bond with a sunset of ten years. She believed that was reasonable

especially with the other development that was happening or planned to happen in that area.

Mayor Daggett stated that she would like to move forward with staff's recommendation. Councilmembers McCarthy, Sweet, Harris, and House voiced support for staff's recommendations.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to read Resolution No. 2023-24 by title only including the recommendations listed in the staff recommendation.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AUTHORIZING THE EXECUTION OF THE NAH HEALTH VILLAGE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND NORTHERN ARIZONA HEALTHCARE CORPORATION RELATED TO THE DEVELOPMENT OF APPROXIMATELY 172.62 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 1120 W PURPLE SAGE TRAIL AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to adopt Resolution No. 2023-24 as amended.

Vote: 6 - 0 - Unanimously

9. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A Citizens' Petition titled Proposed Pickleball Courts in Bushmaster Park

The following individuals addressed Council in support of the petition to reconsider the construction of pickleball courts at Bushmaster Park:

- Julie Piering
- Audria Smith
- Connie Folsom
- Joanne Benninghoff
- Steve Walter
- Mary Walter
- Kathleen Day

The following comments were received:

- Please consider building pickleball courts at the existing Thorpe Park dog park instead of at Bushmaster Park.
- Pickleball courts should not be built within 600 feet of residences without the consult of an audio engineer.
- I have invested everything into my home and the livability of my property and pickleball is taking that away.
- There should be sufficient funds left over from the current allocation to move the bark park.
- There is existing acreage at Thorpe Park to support 24 pickleball courts.
- Redirecting the funds from Bushmaster to Thorpe now would situate the new courts in a correct place for future expansion.
- Bushmaster Park is not the best situation.
- Having pickleball in Bushmaster Park the last three and a half years has been annoying but now if it is doubled it will be even more annoying.
- Kids have not been able to play basketball because the pickleball players tell them no.

- The courts will be disruptive to the surrounding homes and does not enhance the quality of life.
- Removal of trees to accommodate courts is not appropriate.
- Parking is a concern, there will not be enough if more courts are built.
- Bushmaster Park is the most diverse gathering spot in Flagstaff.
- Kids need a place to play in a way that free and open and not organized; pickleball gentrifies and takes that away from them.
- Look for an indoor location so they can be used all year round.
- Please reconsider and engage more with the community in the park.
- The courts should be relocated to Thorpe Park.
- Bushmaster Park cannot support the number of people that come out to play now and certainly not when the new courts are installed.

Nancy McCleskey submitted a written comment in support of the petition to reconsider the construction of pickleball courts at Bushmaster Park.

The following individuals addressed Council in opposition of the petition to reconsider the construction of pickleball courts at Bushmaster Park:

- Lynn Walsh
- Jen Kottra
- Brooks Hart

The following comments were received:

- The sport is already at Bushmaster and there have been no complaints until we were given permanent courts.
- Please stand with your original decision.
- There was another possible shovel ready location at Thorpe Park Annex and the consultants encouraged the Council to put pickleball courts there and Council decided against it.
- Finding courts for pickleball has been going on for more than four years, it is time to move forward with the plans that have been voted on.
- Bushmaster Park is a suitable location for pickleball because it supports other similar activities.

The following individuals submitted written comments in opposition of the petition to reconsider the construction of pickleball courts at Bushmaster Park:

- Amanda Allen
- Annalisa Hansen
- Patricia Crawford
- Jennifer Kottra
- John Hook
- James Crawford
- Jill Partanen

Councilmember McCarthy stated that he did not believe Bushmaster Park was the right place for pickleball. He would like to move the item forward for reconsideration.

Councilmember House expressed her support in moving the petition forward to a future agenda. There were many challenges surrounding the noise from pickleball, and noise mitigation was a necessary element to consider. She did not believe that noise mitigation was settled in the last discussion and would like to see that it came back for consideration.

Councilmember Matthews stated that noise was a concern. The park was designed to have a

lot of different activities and pickleball had been coexisting in Bushmaster Park for a few years. She also stated that there needed to be time enforcement for the courts, and she would appreciate a discussion about hours of play. She asked if there was another location for consideration for pickleball. Assistant Parks, Recreation, Open Space, and Events Director Amy Hagin explained that the Thorpe Park bark park was not shovel ready. The bark park would need to be relocated to the space identified in the Annex Concept Design. She noted that there were drainage issues and building elevations that would need to be brought up along with stormwater considerations. It was not as easy to take the funds for the Bushmaster Park courts and expect the costs to be the same at a different location.

Mayor Daggett stated that she has additional questions and would support placing the item on a future agenda for consideration.

10. PUBLIC PARTICIPATION

None

11. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS

None

12. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held June 6, 2023, adjourned at 7:50 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on June 6, 2023. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 6th day of February, 2024.

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, JUNE 13, 2023
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the meeting of the Flagstaff City Council held June 13, 2023, to order at 3:01 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DAGGETT	
VICE MAYOR ASLAN	
COUNCILMEMBER HARRIS	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MATTHEWS	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SWEET	

Others present: City Manager Greg Clifton; Deputy City Attorney Kevin Fincel

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgment

The Council and audience recited the pledge of allegiance, Councilmember McCarthy read the Mission Statement of the City of Flagstaff, and Vice Mayor Aslan read the Land Acknowledgment.

MISSION STATEMENT

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

LAND ACKNOWLEDGMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

Nate Spangler, a FALA high school student, addressed Council regarding climate change and global warming. He stated that the recent decision to approve the specific plan for Northern Arizona Healthcare (NAH) shows that the Council has lost its commitment to action regarding climate change. He asked the Council to reconsider the decision and to protect the future of the youth by pushing towards the 2030 Net Zero goal.

Ynara Halbert, an upcoming junior in high school, also addressed Council about the carbon neutrality plan and how the NAH specific plan approval does not support the carbon neutrality plan.

John Edmonds addressed the Council regarding the pickleball decision and moving forward with the decision to build the courts. He shared a story of building a pickleball court at his home in Phoenix and stated that pickleball will continue to be played at Bushmaster even without the new courts. He stated that the Council will not regret building pickleball courts and that the courts would improve the park.

Nadine Hart, a member of the FHA Board, addressed the Council and spoke about the Section 8 housing vouchers and her issues with finding housing in Flagstaff. She stated that her home in Rio Homes was sold, and that Flagstaff needs to offer an incentive for property owners who do long-term rentals and tax property owners who do short-term rentals. She stated that a law must be added to ensure that Section 8 vouchers are considered as income.

Michael Ley addressed Council about the collection of data for pickleball. He stated that he and other members of the pickleball association conducted a survey on wait times for pickleball courts. He addressed the accusation of pickleball players not sharing courts well and the noise issues. He stated that the Council needs empirical data on the pickleball courts.

Steve Pulos also addressed Council about pickleball courts and stated that the intended spot would make an impressive pickleball court. He addressed Councilmember McCarthy and stated that he should recuse himself because he cannot be objective or fair, as demonstrated by his questions to the petitioner of the reconsideration of the pickleball courts at the last meeting.

Councilmember McCarthy stated that the idea that he needs to recuse himself is ridiculous and explained why he was concerned about noise at the location.

Natasha Thompson addressed Council and stated that she lives in Chandler and comes to Flagstaff to escape the heat. She mentioned that there were pickleball courts created at her HOA in Chandler and that there are no noise complaints. She spoke in support of creating pickleball courts at Bushmaster Park.

Irv Callahan addressed Council and expressed his disappointment in the Council's reconsideration of their decision to build pickleball courts. He spoke about how the courts will now be delayed and will cost more. He addressed some of the issues that the community members living around the park raised and stated that pickleball players in town have worked diligently with staff and the commissions to create the existing plan. He concluded by stating that Flagstaff needs pickleball courts.

Randy Schilling addressed Council and stated that he has been playing pickleball for years and that it is a great community. He urged the Council to move forward with creating new courts at Bushmaster Park.

James Crawford addressed Council and expressed his disappointment in the decision to reconsider the approval of pickleball courts at Bushmaster Park. He stated that there are a lot of untrue rumors circulating about pickleball, that the City is lagging behind other cities in providing this recreational activity, and that the pickleball association has collaborated with the Parks and Recreation Department on the creation of the courts.

Jennifer Kottra addressed Council about the planning of the Parks and Recreation Department and the commission being stalled. She encouraged the Council to reach out to staff to access the data. She also spoke about the cost benefits of keeping the project at Bushmaster Park. She asked if the noise of pickleball is being exaggerated for an agenda.

Eileen Taggert addressed Council in favor of creating the pickleball courts but urged working with both sides to find a solution. She expressed her hope to keep pickleball free and accessible to all. She asked if there are any conditions that the other side would agree to for the pickleball courts.

Written comments were received via email from Joy Stephens, Barry Bertani, and Rachael Simukonda.

5. Review of Draft Agenda for the June 20, 2023 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

None.

6. <u>Proclamation:</u> Juneteenth

Councilmember House read the proclamation on behalf of the City and Ms. Jean Toner, Commission on Diversity Awareness Chairperson, accepted the proclamation on behalf of the commission.

Ms. Toner thanked Mayor, Vice Mayor, and Council for reading the proclamation and shared a few words about Juneteenth. She stated that she hopes the City will make Juneteenth an official city holiday, which will be a recommendation from the commission.

7. **Proclamation:** Waste & Recycling Workers Week

Mayor Daggett stated that the staff showed immense resilience in handling the abrupt change in the recycling services and shared her gratitude to the team. She then read the proclamation.

Public Works Section Director Evan Tyrell thanked Council for the recognition.

8. **Lone Tree Overpass Integrated Art Elements**

Beautification, Arts, and Sciences Program Manager Jana Weldon presented to the Mayor, Vice Mayor, and Council on the potential integration of art elements into the Lone Tree Overpass project. She discussed the "three pillars of the public design process": artist selection, community input, funding and budget, and then focused on the integrated art elements.

Mayor Daggett thanked Ms. Weldon for the effort that went into collecting community feedback and for finding an artist.

Councilmember Sweet expressed her excitement about the project. She likened it to an art installation that could attract the community. She also extended her gratitude.

Councilmember McCarthy shared his enthusiasm for the project and appreciated the funding through the BBB tax. He suggested an edit to the bike wheel graphic within the integrated art elements, proposing that it should not feature gears along with the bike tire.

Councilmember House commended the thoughtfulness behind the project and found the engagement to be meaningful.

Councilmember Matthews echoed the sentiments that were expressed. She conveyed her excitement about the future of art in Flagstaff with this cohesive vision.

Vice Mayor Aslan remarked that the presentation was another success. He expressed his high anticipation for the project, highlighting its readiness for a post-car era. He believed the project would become an attraction.

9. **Part 1- Streets and Parks Snow Operations Discussion**

Public Works Streets Section Director Sam Beckett, Parks, Recreation, Open Space, and Events Director Rebecca Sayers, and Recreation, Open Space, and Events Assistant Director Amy Hagin delivered a presentation to the Mayor, Vice Mayor, and Council regarding City Snow Operations for City streets. Mr. Beckett led the discussion on streets snow removal. The presentation covered the following topics:

- Presentation Objectives
- Streets Snowplow Fleet
- Streets Staffing: Mr. Beckett mentioned that throughout most of the snow season, Streets had 22 staff members instead of 32.
- Snow Shifts – Equipment & Staffing: Mr. Beckett stated that winter staffing averaged nine snowplows and three motor graders. He highlighted that overall staffing was a challenge.
- Snow Response Policy

- Streets – Snow Plowing Priorities: Mr. Beckett shared that the snow operations routes covered more area than recommended by a 2018 study. He also noted that snow operations are designed for right turns, aiming to keep snowplow drivers on route consistently.
- Parks Snow Equipment & Staffing: Ms. Hagin discussed Parks Snow Equipment and staffing, mentioning a 30 to 45 percent vacancy rate during winter.
- Parks Snow Shift Staffing
- Parks Responsibilities
- Streets Responsibilities
- Day Time Snow Deviations
- Post Event
- Financial Impacts
- Streets Strategic Vision and Goals

Councilmember McCarthy expressed the need for more resources for snow removal. He cited the 36-hour plowing window for snow events exceeding 12 inches as problematic and emphasized the significant issue of snow berms. He inquired about the possibility of the City acquiring a device to reduce ice berm buildup. Mr. Beckett explained that the City did not possess such a device and that research was ongoing. He mentioned CAT Empire as the sole vendor, with certain limitations regarding its use including communities that have an average of six inches or less and do not have a lot of moisture buildup in the snow. Mr. Beckett stated that the tool is not recommended in the community. Mr. Beckett stated that staff had reached out to other communities and cannot find any that have the same conditions as Flagstaff and use the tool. He added that it would take longer for staff to plow the streets and that the tool would not be recommended on storms over six inches. Councilmember McCarthy proposed that the tool could be tested, considering the effort residents invest in removing snow berms.

Mayor Daggett revealed her investigation into the tool mentioned by Councilmember McCarthy. She reported mixed outcomes from communities that tried them. She acknowledged the berm issue and questioned the Streets department's current vacancies. Mr. Beckett stated that they are staffed at 22 out of 32 positions and that they had more vacancies during the winter. She asked if the possession of a CDL is a roadblock in recruiting staff. Mr. Beckett clarified staffing levels and mentioned challenges related to Commercial Driver's Licenses (CDLs) and their competitive demand in the job market.

Mayor Daggett inquired if any new positions were added. Mr. Beckett stated that they were able to fund two street light technicians through the SLEDS (dark-sky LED installation) funding for four years and they are working on securing funding for those positions for the future because of the change in HURF funding. Mr. Beckett credited Public Works Supervisor Steven Hill with the changing of the lights.

Mayor Daggett also inquired about parking enforcement during the winter hours. Mr. Beckett stated that their partnership with the Police Department has been terrific, and they were able to really help in the downtown areas that year. He added that the daytime snow operations are the real challenge and many streets need to be skipped due to traffic on the roads during daytime operations. Mayor Daggett asked if staff is utilizing ParkFlag and Mr. Beckett explained that ParkFlag works in downtown and the Southside areas but they do not have any enforcement outside of those areas.

Councilmember Harris raised concerns about parking and enforcement, especially in regard to streets being blocked during an emergency situation. Mr. Beckett detailed coordination with first responders, dispatch communication, and towing processes for car removal and enforcement. Councilmember Harris asked if there is a contract with towing agencies to

remove parked cars. Mr. Beckett stated that there are hundreds of vehicles every snow incident and enforcement is through the Police Department which calls the towing company. He added that the Streets department can call the police to initiate the towing process.

Councilmember Harris asked what the City does with landlords when there is not enough parking at their property and if there is any penalty for having their tenants park illegally in the street. Mr. Beckett agreed to follow up on issues involving landlords and tenant parking violations.

Councilmember Sweet shared her experience from winter ride-alongs and mentioned the street sweeper status. Mr. Beckett confirmed that only one out of five sweepers was operational, with efforts to repair them ongoing. He anticipated the delivery of a demo street sweeper in June and the budgeting of a new one for the upcoming fiscal year.

10. Bicycle and Pedestrian (Multi-Modal) Snow Operations

Parks, Recreation, Open Space, and Events Assistant Director Amy Hagin delivered a presentation to the Mayor, Vice Mayor, and Council on the PROSE and Multi-Modal snow operations. The presentation included the following slides:

- Overview of presentation
- The Shift
- Future Growth with the Community

Councilmember McCarthy inquired about the plowing of gravel or aggregate paths. Ms. Hagin clarified that those paths are not plowed.

- Undefined expectations

Mayor Daggett highlighted the need to establish and clearly communicate defined expectations for snow removal to the public.

- Courtesy Berm Relocation Program: Ms. Hagin noted an increase in the program. She mentioned the necessity of resource allocation for the program in light of anticipated growth.

Councilmember McCarthy asked Ms. Hagin about the tool used to remove snow berms. Ms. Hagin explained that it is similar to a bobcat with attachable tools, capable of traveling around 22 MPH. While a blade is sometimes used, shovels are also employed. However, snow throwers are not suitable for the program, but they are used on the Flagstaff Urban Trail System (FUTS).

Mayor Daggett expressed admiration for the Geographic Information System (GIS) program employed in snow removal management. She proposed the idea of an app for residents to report problem areas. She also recommended strengthening a volunteer program and noted efforts by the Sustainability Division to enhance the Snow Angel program.

- FUTS – Multi-Modal Trails and Sidewalks

Councilmember McCarthy inquired about the level of usage the FUTS trails receive during the winter. Ms. Hagin replied that data from trail counters at a small number of trails indicated approximately 300 daily usages at Buffalo Park. Councilmember Sweet shared her experience of observing snowshoeing and cross-country skiing on the FUTS trails during a ride-along in Ponderosa Trails.

- Impacts and Resources
- Peer Review and Best Practices

Councilmember Sweet expressed keen interest in having real-time updates available for people using the trails for travel. Ms. Hagin mentioned that a portal was created to track the courtesy berm program effectively. She indicated staff's willingness to develop a program for real-time snow removal updates.

Councilmember Matthews concurred with Councilmember Sweet's perspective on recreational access to FUTS trails. She expressed a desire for a real-time map showing the locations of plow trucks. Mr. Beckett noted the introduction of technology in the Streets department and collaboration with Fleet for that purpose. He aimed to implement a live dashboard and confirmed ongoing efforts. Councilmember Matthews revealed her collaboration with Coconino Community College to establish a program for CDL licenses, potentially offering them for free based on financial need.

Vice Mayor Aslan questioned the idea of a public interface. He acknowledged its potential value but considered it somewhat ambitious. He recommended pilot testing first, as a full-scale implementation might lead to initial frustrations. He emphasized the importance of supporting the program if it is developed. He advised caution, believing the program might become more complex than initially anticipated.

Councilmember Matthews emphasized the necessity of prioritizing staff and equipment to meet snow removal requirements. Mayor Daggett inquired about the role of emergency management in snow operations. Public Works Director Scott Overton mentioned his involvement in the Incident Management Team, particularly for larger snow incidents, highlighting the connection between snow operations and emergency management.

- Next Steps

Public Comment:

Sam Meier addressed the Mayor and Council, expressing her desire to be able to navigate during the winter. She noted that the issue is related to equity and inclusion. She emphasized the significant number of berms, which increases the likelihood of accidents.

Adam Shimoni, representing the Flagstaff Biking Organization, highlighted that Flagstaff residents ride bicycles year-round. He stressed the importance of encouraging biking through separated bicycle lanes and maintaining existing bike lanes. He differentiated between biking as a necessity versus recreation on the FUTS trails.

Shawn Cheshire introduced herself and her reliance on her guide dog for mobility. She urged the Council to consider individuals like her when planning snow removal, as her independence relies on accessible pathways.

Mayor Daggett asked Ms. Cheshire about her top frustrations during winter. Ms. Cheshire mentioned frustrations related not only to snow but also to construction and obstacles hindering safe sidewalk navigation. She emphasized working with Jeff Bauman in Traffic

Engineering to find solutions. The lack of accessible sidewalks posed the most significant frustration, given her reliance on them.

Councilmember Harris acknowledged the excellence of staff while highlighting the need for equitable snow removal, even in neighborhoods where parked cars might pose challenges. She emphasized the importance of promptly removing parked cars and how the issue impacted neighborhoods like Bow and Arrow and Dupont Street.

Councilmember Matthews attributed some issues to parking reduction requirements and called for collaboration between Streets and Code Enforcement to address the problems. She proposed augmenting code enforcement and allocating more budget to snow removal.

Vice Mayor Aslan stressed the significance of getting snow removal right for non-vehicle transportation users. He emphasized the importance of not incentivizing parking. He expressed that the conversation is about the Big Shift and that people need to check expectations on having everything perfect immediately. He added that the City needs to ensure that people can travel without cars.

Councilmember McCarthy raised the issue of snow-impeded roads due to parked cars, suggesting towing a few cars to spread awareness. He also linked this issue to carbon neutrality efforts, encouraging walking, biking, and bus use.

Deputy City Attorney Kevin Fincel mentioned reviewing the traffic code with the Police Department and Senior Assistant City Attorney Marianne Sullivan to facilitate easier towing. Councilmember McCarthy suggested notifying car owners before towing.

Deputy Police Chief Scott Mansfield explained the current Police Department approach of issuing warnings before ticketing, mainly from midnight to 7:00 a.m. He highlighted the challenge of daytime snow operations occurring during legal parking hours. He mentioned public relations announcements and social media campaigns but noted limitations in enforcement, primarily downtown.

Councilmember Harris appreciated Deputy City Attorney Fincel's involvement and reiterated the equity aspect of snow removal.

Vice Mayor Aslan emphasized the equity issue's importance and the potential to induce demand for more parking if additional parking is provided. He underscored the need for enforcement and the availability of multi-modal options. Mayor Daggett praised staff's efforts and recognized the community-wide issue. She stressed the need for collaboration to clear sidewalks and prevent parked cars from hindering snow removal. She highlighted the broader perspective on infrastructure during snow removal.

Mayor Daggett called a 15-minute break at 6:36 p.m. The meeting resumed at 6:52 p.m.

11. Update and Discussion on Building and Property Care Ordinance and associated Code Amendments

Community Development Director Dan Folke addressed the Mayor, Vice Mayor, and Council to discuss direction on changes to the building and property care ordinance, along with associated code amendments. His presentation covered several recommendations from a work group responsible for reviewing property care standards, and the presentation included slides on:

- Outline
- Ordinance and Amendment Project Team
- Why consider property standards now?
- What is a Property Maintenance Ordinance?
- Considerations
- 2022 Survey Results – Issues
- Survey Results – Primary concerns
- Selected Approach
- Division 7-06 Building and Property Care Standards
- 7-06-001-004 Definitions

Councilmember McCarthy suggested that posting a "no trespassing" sign on the property should be optional rather than necessary, as the sign could be disregarded. However, he emphasized that securing the property should be mandatory.

- 7-06-001-0005 Property Care Standards

Mr. Folke discussed the current code's provision stating that abandoned buildings can be secured indefinitely. He raised the question of how long the property should remain secured before it must be repaired, inviting Council discussion.

- 7-06-001-0006 Exemptions
- Title 7 Health & Sanitation – Chapter 7-11 Littering

City Manager Clifton addressed exemptions, mentioning the potential suspension of enforcement for natural disasters at the City's discretion. He referred to a partially burned building on Fourth Street, inquiring about its status under proposed regulations. He asked for clarity on the process for dealing with such a building. Mr. Folke discussed the reasonable time frame for addressing specific circumstances, stating that securing a burned building would take more than 30 days, but leaving it alone for five years is excessive. He explained the exemption considerations, particularly for events like flooding and fires affecting a broader area. He also referred to the nuisances section of the code and its potential use for building removal.

Deputy City Attorney Kevin Fincel added that there is a separate code for abating dangerous buildings, which would be more appropriate in such cases.

Councilmember Harris sought clarification on the process for nuisance complaints. Mr. Folke explained that the Council or three citizens could initiate the process by raising the issue for agenda discussion.

Councilmember Matthews questioned if the proposed changes would affect NAU's property on Milton Road. Mr. Fincel clarified that the City's property code would not impact NAU's property since it is on state land.

- Next Steps

Councilmember House appreciated the focus on property maintenance and resources, suggesting it should be seen as a care standard rather than an ordinance. She recommended presenting the proposal to select commissions, such as the Housing

Commission.

Vice Mayor Aslan expressed readiness to adopt Mr. Folke's recommendations but inquired about the distinction between compliance and enforcement. He questioned the City's enforcement capabilities and the point of codification without effective enforcement. Mr. Folke discussed the compliance-oriented approach of Code Compliance Manager Reggie Eccleston, emphasizing cooperation with constituents and encouraging compliance before resorting to penalties. Vice Mayor Aslan proposed using Council's powers to enhance enforcement and encouraged the public to report problematic properties.

Councilmember Harris addressed the time frame for compliance and suggested setting up a system to help property owners access resources. Mr. Folke mentioned the availability of groups that can offer assistance and resources, especially in cases of hoarding.

Councilmember McCarthy supported Mr. Eccleston's approach but highlighted the need to move towards enforcement when necessary. He cited specific instances where enforcement is needed, while cautioning against excessive enforcement for minor issues. Deputy City Attorney Kevin Fincel relayed Mr. Eccleston's success with his approach, noting it works around 99% of the time. He recommended letting Mr. Folke's process conclude before legal tweaks to the language. He explained that the nuisance property ordinance dates back to 1936, accounting for some outdated language.

Mayor Daggett suggested involving the Commission on Inclusion and Adaptive Living in the presentation.

Mr. Folke clarified that encouraging change through public engagement aligns with Community Development's approach, beyond just Mr. Eccleston's actions.

12. Public Participation

None.

13. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Councilmember Matthews expressed her enthusiasm for attending the Southside Community Association's Juneteenth event and Police Appreciation Day. She mentioned her meetings with Sustainability and APS and highlighted an article she received about forest health and carbon emissions mitigation.

Councilmember Harris provided a brief history lesson on Juneteenth and noted that the celebration has been ongoing for about 60 years. She thanked PROSE for assisting the association in obtaining permits for the streets near South Beaver School. She invited the public to join the Juneteenth event at South Beaver School on Saturday, June 17, 2023, from 10 a.m. to 4 p.m.

Vice Mayor Aslan reported that he was in Albuquerque representing the City of Flagstaff at the American Astronomical Society Conference focusing on Dark Skies.

Councilmember McCarthy asked Housing staff to follow up on the Section 8 public comment made earlier during the meeting.

Councilmember Sweet shared her recent visit to Red Gap Ranch with Water Services Manager Erin Young for a tour. She mentioned the Flagstaff Police Department's

appreciation day at the police station scheduled for June 14, 2023, from 8 a.m. to 10 a.m., during which she plans to make cinnamon apple rolls.

Councilmember House proposed a FAIR item, suggesting the designation of Juneteenth as an official holiday for the City of Flagstaff. She explained that both the Commission on Diversity Awareness and the Indigenous Commission have recommended the holiday.

Mayor Daggett informed the Council about upcoming events: a Downtown Mile public meeting on June 14, 2023, at 5:30 p.m., the Pollinator Fest on Sunday, June 18, 2023, from 10 a.m. to 2 p.m. at the Arboretum, and her participation in a podcast on Systems Change Grant with the Coconino Coalition for Children & Youth. She also mentioned her visit to Fire Station 3 and a meeting with Arizona Treasurer Kimberly Yee as well as discussions with The Guidance Center staff about the services they offer.

14. Adjournment

The Work Session of the Flagstaff City Council held June 13, 2023, adjourned at 7:51 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL RETREAT
FRIDAY, JUNE 23, 2023
AQUAPLEX
1702 NORTH FOURTH STREET
8:30 A.M.

MINUTES

1. Call to Order

Mayor Daggett called the meeting of the Flagstaff City Council held June 23, 2023, to order at 8:32 a.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DAGGETT COUNCILMEMBER HARRIS COUNCILMEMBER HOUSE COUNCILMEMBER MATTHEWS COUNCILMEMBER SWEET	VICE MAYOR ASLAN COUNCILMEMBER MCCARTHY

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Mayor Daggett read the Mission Statement of the City of Flagstaff, and Councilmember Matthews read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will

forever know this place as home.

4. Priority Based Budgeting Priorities and Objectives

Mr. Clifton and Management Analyst Chris Rhode introduced Kathy Novak and Chris Fabian. Together they provided a PowerPoint presentation that covered the following:

PRIORITY BASED BUDGETING OBJECTIVES UPDATE
WELCOME, INTRODUCTIONS, AGENDA
AGENDA
OVERVIEW OF THE FLAGSTAFF PRIORITY BASED BUDGETING JOURNEY
PRIORITY BASED BUDGETING FLAGSTAFF'S JOURNEY
WHERE YOU'VE BEEN
PBB JOURNEY
RECOMMENDED BEST PRACTICE
WHAT YOU'VE ACCOMPLISHED
KEY COMMUNITY PRIORITIES
1. MEASURE INVESTMENT IN KEY COMMUNITY PRIORITIES
2. DATA DRIVEN
3. TRANSPARENT
LOGIC FRAMEWORK OF PBB
2022 IMPACT REPORT
PARTNERS IN IMPACT
WHERE TO NEXT?
STATE OF THE CITIES 2022
IDENTIFICATION OF ISSUES AND CHALLENGES
ISSUES AND CHALLENGES ACTIVITY AND DISCUSSION
COMPARING ISSUES AND CHALLENGES TO PRIORITIES AND OBJECTIVES

Council briefly discussed how the variety of issues facing Flagstaff overlap with each other and how they fit within the context of PBB.

Councilmember Matthews requested that agenda materials not only reference PBB priorities but also the specific objectives within the priorities. It would be helpful for there to be more specifics as to how the action presented supoported the priorities and objectives.

A break was held from 10:00 a.m. through 10:15 a.m.

KEY COMMUNITY PRIORITY #1 – HIGH PERFORMING GOVERNANCE

The following suggestions were made:

- Remove the word "enhance" and replace with "continue" or "maintain."
- Add "continue to" in front of increase efficiency and effectiveness.
- Highlight the city's focus on striving to recruit the best employees.

KEY COMMUNITY PRIORITY #2 – SAFE & HEALTHY COMMUNITY

The following suggestions were made:

- Change "provide alternative responses" to "build upon and expand alternative responses."
- Consider adding the CARE unit as an example.
- Bolster awareness of community partners and the services that they provide.
- Increase awareness and form stronger partnerships with community partner organizations.

KEY COMMUNITY PRIORITY #3 – INCLUSIVE & ENGAGED COMMUNITY

The following suggestions were made:

- Add collaboration between community agencies.
- Increase equity and inclusion.
- As issues arise or come to our notice, the city is responsive through things like training and strong partnerships.
- More engagement with neighborhoods through meetings in the community.
- Promote diversity in commission applicants and appointments.

KEY COMMUNITY PRIORITY #4 – SUSTAINABLE, INNOVATIVE INFRASTRUCTURE
KEY COMMUNITY PRIORITY #5 – ROBUST RESILIENT ECONOMY

The following suggestions were made:

- Smart growth
- Non-competing priorities
- Enhanced communication

KEY COMMUNITY PRIORITY #6 – LIVABLE COMMUNITY
KEY COMMUNITY PRIORITY #7 – ENVIRONMENTAL STEWARDSHIP

Council went through an exercise that reaffirmed and modified the current objectives.

DISCUSSION ON COMMUNITY OUTREACH PLAN
COMMUNITY OUTREACH PLAN – OBJECTIVES
COMMUNITY OUTREACH PLAN – ONLINE SURVEY
COMMUNITY OUTREACH PLAN – DEDICATED EVENTS
COMMUNITY OUTREACH PLAN – IN THE COMMUNITY
COMMUNITY OUTREACH PLAN – ENGAGING COMMUNITY GROUPS
PBB OBJECTIVES UPDATE
COMMUNITY OUTREACH PLAN – SUMMARY

Council discussed various ways to reach the community and how the city might be able to increase participation.

Council offered words of appreciation and excitement about the next steps of the process.

5. Public Participation

None

6. Adjournment

The Retreat of the Flagstaff City Council held June 23, 2023, adjourned at 12:15 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, JUNE 27, 2023
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the Work Session of the Flagstaff City Council held June 27, 2023, to order at 3:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Roll Call

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

PRESENT:

MAYOR DAGGETT
VICE MAYOR ASLAN
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

ABSENT:

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgment

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4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

Janine Soucie Kelley addressed the Mayor and Council regarding the annual summer transient crisis in Flagstaff. She advocated for additional budget for the Flagstaff Police Department to add patrols on the Flagstaff Urban Trail System and in other areas where transients frequent, with the aim of protecting citizens.

Barrett Kirk from McGrath Real Estate Developers reported that Aurora at Flagstaff was fully open and invited Councilmembers to the open house. He also expressed gratitude to everyone they have worked with at the City.

Nadine Hart addressed Section 8 and shared her experiences with receiving the Section 8 voucher. Additionally, she mentioned that her rented townhouse is up for sale, necessitating a move. She expressed frustration about being rejected by multiple properties despite having her voucher. She pointed out that Tucson and Phoenix currently require landlords to consider Section 8 vouchers as income. She urged the Council to make it illegal to discriminate against income sources.

Jennifer Kottra addressed the Council regarding pickleball, expressing support for building pickleball courts at Bushmaster Park. She also noted that the Pickleball Association initially proposed courts at Thorpe Park Annex, aligning with the Citizen's Petition proposal.

5. Review of Draft Agenda for the July 3, 2023 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

6. <u>Proclamation:</u> Community is Stronger Than Cancer Day

Mayor Daggett read the proclamation and Cindy Pain, the Executive Director of Cancer Support Community for Northern Arizona, accepted the proclamation. The center is located at 914 N. San Francisco Street.

7. **Proclamation:** Parks and Recreation Month

Mayor Daggett read the proclamation and dedicated it to the former Parks and Recreation Director, Kenneth Ingles, who served from 1967 to 1988. Parks, Recreation, Open Space, and Events Director Rebecca Sayers shared a few words about the section and Mr. Ingles. Ms. Sayers also highlighted some of the upcoming events to celebrate Parks and Recreation Month, including Flag 4th Fest, Concerts in the Park, Full Moon Hike, and more. Mr. Ingles expressed words of appreciation and reminisced about his time at the City of Flagstaff.

8. **City Manager Report**

City Manager Clifton provided a few highlights from his report, including:

- The award of the Chief Fire Officer designation to Deputy Chief Mark Wilson.
- Congratulations to Casey Gonzales on his promotion to Fire Captain.
- Recognition of Officer Rees Cleland for receiving a lifesaving award for responding to the Greyhound Bus Station where a woman was not breathing.
- Recognition of the promotion of Collette Truman to Records Manager.
- Recognition of the promotion of Melissa Seay to Police Sergeant.
- Recognition of the flowers added downtown and on the Southside for beautification efforts.
- The event that was held in honor of Sergeant Todd Bishop's retirement.
- Groundbreaking of the Downtown Connection Center.

Economic Vitality Director Heidi Hansen shared several highlights from the Economic Vitality Monthly Report, including:

- Airport Updates:
    - A grant application for the Small Community Air Service Development Program was submitted with more than ten letters of support from community partners and the Congressional delegation.
    - The Arizona Airport Association Spring Conference was hosted in Flagstaff at Little America.
    - Staff met with the Federal Aviation Administration to develop the annual Airport Capital Improvement Plan.
    - Paid parking began on July 1, 2023, at the Airport.
    - Enplanements exceeded last May's numbers slightly despite United no longer serving Flagstaff.
- Community Investment:
- Beautification Report:
    - The Coconino Scroll is nearly completed, with medallions to be finished soon.
    - The Aspen Avenue Library Entry is close to completion.
    - Staff started assembling design proposals and sent specifications for bike racks and seating/tables to Loven Contracting for the Aspen (Niche) Bicycle and Pedestrian enhancements. General budget costs for the project were received for review.
    - After discussions with legal, staff addressed copyright concerns with artist Chiara Skabelund regarding the Emily Dickinson quote for traffic signal cabinets. The artist opted for an alternate side panel design instead of pursuing necessary permissions. Designs for three of five locations are complete, and print production is underway, with installations beginning in June.
    - The ARTx Festival was successful, and Common Good was awarded a $10,000

grant.
    - Following Councilmember House's request during the Green Book Tour, staff organized a meeting with Discover Flagstaff, Legal, Historic Preservation, and Dr. Guthrie (NAU, Ethnic Studies) to explore a potential project.
- ParkFlag:
    - Spring Cleaning for ParkFlag is ongoing downtown, involving deep cleaning parking kiosks to remove grime, graffiti, cinder dust, and cobwebs from both exteriors and interiors.
    - Lead Parking Aide, Heather Frantz, met with the Southside Neighborhood Coalition for a walkabout in April to discuss parking and non-parking related issues.
    - Pay-to-park kiosk revenues for May 2023 increased by 14% compared to May 2022.
- Business Attraction:
    - City staff, along with the Economic Collaborative of Northern Arizona (ECoNA), the Arizona Commerce Authority (ACA), and other municipalities, attended Select USA. Five economic development incentives were presented.
    - The Business One Stop Shop (BOSS) system designed to assist business owners and developers in navigating the City's planning process is about to enter beta, and Phase 1 has been completed.

Vice Mayor Aslan asked Ms. Hansen to speak about International Travel Trade Manager Cherri Lamont's retirement, which she did. Vice Mayor Aslan also thanked Ms. Hansen for her attention to the airport advertisement and her proactive efforts.

Water Services Analyst Lisa Deem shared highlights from the Water Services Quarterly Report:

- Engineering has been busy with various Water Reclamation projects, including:
    - Wildcat Hill Digesters
    - Rio de Flag Digesters
    - Co-Generation unit at Wildcat Hill
    - PEPS at Wildcat Hill
    - Electrical Study at Wildcat Hill
    - PRV station at Rio de Flag
- The Water Quality Report is available online, with physical copies sent to customers receiving paper bills.
- Laney Stevens assumed the Industrial Pretreatment Supervisor position.
- Pretreatment Inspector Kurt Novy retired in May after 16 years of service to the City. Conrad Berkompas was hired as a new Pretreatment Inspector.
- Frances Short Pond dredging is delayed due to contractor availability, they are aiming for completion by August 2, 2023.
- Upper Lake Mary overflowed through May, with Lower Lake Mary extending to the dam. Staff is increasing surface water production to 40% and stockpiling treatment chemicals.
- Lake Mary Water Treatment Plant staff conducted tours for groups, including NAU's ENV 181 Environmental Sustainability, Leading Edge Academy, and Puente de Hozho classes.
- Two studies are ongoing to address Inner Basin water supply needs: (Lower) Inner Basin Pipeline conditional assessment and North Reservoir Filtration Plant turbidity study.
- Water Distribution faced truck issues, with three trucks out for repairs last quarter. Two new service trucks are having service beds installed, though the department is still down two trucks and two operators.
- Despite challenges, hydrant inspections were completed in June.
- Sandbags were removed from Stevanna Way, and a new muscle wall barrier replaced

the Tiger Dams.

Parks, Recreation, Open Space, and Events Director Rebecca Sayers provided highlights from the PROSE Newsletter:

- The second round of public engagement for the Observatory Mesa Trail Plan has begun. The updated plan aims to formalize trails, add signage, and renaturalize areas.
- Trail counters indicate increasing trail usage, with Buffalo Park being the most popular.
- A Scoop the Poop campaign and signs were introduced.
- The foundation for the Thorpe Park Restroom project was completed.
- The first bicycle Fix-it Clinic took place at Hal Jensen on June 3, 2023.
- Summer Fun Programming at Hal Jensen Recreation Center has commenced.
- National Trails Day involved partnering with Coconino National Forest, Flagstaff Trails Initiative, and Flagstaff Biking Organization to build new trails.
- Flag 4th Fest at Ft. Tuthill will occur on July 4, 2023.
- PROSE's social media engagement is growing.
- Various upcoming events were highlighted.

City Manager Clifton mentioned the Flag 4th Fest Laser Show and his appreciation for the event, particularly given the City's entry into Stage 1 Fire Restrictions.

9. Post-Wildfire Flooding Update

The presentation was initiated by Stormwater Manager Ed Schenk. The slides included:

- Objectives
- Spruce Wash
- Spruce Wash summary

Principal Engineer at Peak Engineering, Julie Leid, then continued the presentation.

- Feasibility Study Results & Suite of Projects
- Existing Conditions South Area
- Feasibility Study Results South Area
- Existing Conditions North Area
- Feasibility Study Results North Area

Councilmember Matthews inquired why the response standard is set at a 25-year flood event. Mr. Schenk addressed the standard, discussing watershed recovery and reduced flooding risk due to changes. He mentioned that designing for an event beyond a 25-year flood is not feasible. He added that modeling beyond that potential event will not be necessary as the watershed heals. He also touched on flow sizes and flood risks from climate change, expressing confidence in the current plan.

Councilmember Matthews questioned the stormwater systems design for a 10-year flood event. Mr. Schenk explained changes in rainfall runoffs and components over time. Councilmember Matthews further inquired about the possibility of the City needing to adopt the FEMA one-inch standard. Mr. Schenk discussed special flood areas and the FSI map. He indicated that FEMA floodplain administrators need to submit a letter of change and that there is a grace period for new map submissions. A new floodplain/floodway map would lead to new development restrictions and mandatory flood insurance for affected properties, prompting the City to act within the grace period.

Capital Improvements Manager Eli Reisner continued the presentation, disucssing:

- Suite of Projects
- Grandview Drive improvements
- Wedge Detention Basin
- Linda Vista Drive Crossing Project
- Cedar Avenue to Linda Vista Drive Channel
- Cedar Avenue Crossing
- Arroyo Seco Drive to Dortha Avenue Channel
- Arroyo Seco Drive Inlet
- Killip Basin Inlet Project – Army Corps of Engineers Funded
- Milestones
- Guaranteed Maximum Price #1

Vice Mayor Aslan inquired about maintaining aesthetics around the Wedge detention basin. Ms. Leid mentioned the inclusion of a tree buffer, with ongoing area surveys to determine preservation feasibility.

Councilmember Harris questioned fencing around the Killip Retention Basin. Mr. Reisner confirmed existing and additional perimeter fencing.

Mayor Daggett asked about the Grandview construction. She wanted to know what the process will look like and how residents will access their home. Mr. Reisner stated that they will do it much like Coconino Estates and Eagle Mountain Construction will communicate directly with the homeowners to coordinate. Mayor Daggett asked about the timeline of the construction. Mr. Reisner stated that the utility portion will likely be done in springtime of next year. Mayor Daggett asked what the construction will look like, and Mr. Reisner stated that staff is still evaluating that.

Councilmember Harris asked about sidewalks on Grandview. Mr. Reisner stated that they will be putting a new curb in but not sidewalks since sidewalks are behind the curb. Ms. Leid added that post wildfire flood mitigation is the focus of the work and sidewalks do not currently exist there at this time.

Councilmember McCarthy asked about the area inside the curb and if it will be lower to catch more water. Mr. Reisner stated that they will be adding two to three inches in depth. Councilmember McCarthy asked about the Wedge and what will be the spillway if it overfills. Mr. Reisner stated that there will be a connection point into the existing culvert for overflows. Ms. Leid stated that they will be able to stop the flow from going into the basin with a large gate valve.

Ms. Leid resumed the presentation on behalf of the Flood Control District.

- Park Way Sediment Basins Project
- Park Way Sediment Basins
- Schultz Creek – Coconino County/Flood Control District Updates
- Phase 1 Schultz Creek On-Forest – work may be finished this week

Mr. Schenk resumed the presentation.

- Schultz Creek
- Mount Elden Lookout Road which is a County project
- Schultz Creek channel stabilization
- Schultz Creek at Highway 180

Stormwater Project Manager Chase McLeod took over the presentation to discuss Stevanna

Way.

- Stevanna Way – The work is anticipated to be done on Friday.

Mr. Schenk resumed the presentation.

- Frances Short Pond Dredging

Mayor Daggett asked about the Plug and Spread design in Schultz Creek and if it could be used on Grandview. Ms. Leid spoke about the large area required and that there is not that much space in the Grandview area. Mayor Daggett asked if ADOT is planning to downsize the pipe when the final mitigation efforts at Highway 180 are done. Mr. Schenk spoke about a metal pipe that will push the water down into the channel and expects a great improvement from last year. For the long-term mitigation, staff is still working through the design but there will likely be a new convenance system. Mayor Daggett asked about the dredging of the Frances Short Pond timeline and Mr. Schenk spoke about the current challenges of the pond and the challenges of finding a contractor, but that they are pushing to have it done as soon as possible.

Grants Contracts & Emergency Management Director Stacey Brechler-Knaggs took over the presentation.

- Inner Basin & Waterline Road

Councilmember Matthews asked about accessibility and if there were any options to airlift workers up to the area to work on the pipes. Ms. Brechler-Knaggs stated that they were able to get side-by-sides up to the area and the road is passable for the contractor.

National Weather Service Meteorologist-in-Charge Brian Klimowski addressed the Monsoon assessment and monsoon outlook.

- Monsoon Preparations
- Monsoon Current Assessment
- Monsoon Outlook

Mr. Schenk resumed the presentation.

- Temporary mitigations

Mr. McLeod spoke about the call center.

- Service call center summary

Mr. Schenk continued the presentation.

- Volunteer Days

Public Works Section Director Sam Beckett took over the presentation.

- Ready to Respond

Emergency Manager Daniel Kelly spoke of the emergency management response during a large event.

1. Emergency Management
2. Preparedness Checklist

Councilmember Harris asked about purchasing flood insurance and how long after a person buys the insurance until it is effective. Mr. Schenk spoke about the National Flood Insurance Program (NFIP) that has a 30-day waiting period.

Councilmember House asked about the National Flood Insurance Program and if there is any form of support or financial assistance for people who are trying to get it. Mr. Schenk stated that NFIP is changing their underwriting to Risk 2.0 and that FEMA needed to become self-reliant. He explained that they are pushing the financial burden onto the communities. Mr. Schenk stated that he does not have a good answer about financial assistance locally or at a national level.

Public Comment:

Sharon Tewksbury-Bloom spoke about the flood zone on Grandview Drive, where she lives. She thanked staff for their hard work and highlighted a few things that she would like to see addressed: she requested that the design team model the channel in a natural way since there are 40 mature trees in that area; she had concern that changes on Grandview with the water and sewer line replacements might impact the landscaping and private stonewalls that her neighbors have; she asked what is included in the JE Fuller model; and asked staff to continue to support residents who are living with mitigations.

Mayor Daggett asked for comments from staff on those questions after public comment.

Stephen Puhr asked about the long-term Highway 180 culvert mitigation plan and what it will look like.

Mr. Schenk stated that the long-term Highway 180 culvert mitigation plan will be able to contain 900cfs thanks to the large basins. He added that staff will be able to do a lot between Schultz Creek and the culvert and it should be a huge improvement. He stated that Spruce Wash and Grandview have been looked at in the study and the study includes the existing conditions as well as the proposed conditions. The proposed conditions are how staff expect it to look after the improvements and is the best estimate they have.

Mayor Daggett asked if there is a model for the monsoon season and Mr. Schenk stated that the existing conditions map is available. There will also be a proposed condition map in about three years. The existing map and the proposed map will be on the website. Mr. Schenk also addressed the channel at Linda Vista and stated that it is modeled as natural, but that it will need to be modified because of rate of flow. Mr. Schenk addressed Mayor Daggett’s question regarding the detention basins and the Wedge. Mr. Schenk stated that there is a proposed condition model that has the Wedge in it, but they are not expecting a change to the rate of flow.

Ms. Leid addressed finding the existing water line and the utilities and stated that the water and sewer mains are going back under the asphalt on the main road. She stated that they are going to try to do flood mitigation on the back of the curb to not cause a disturbance to private improvements and the contractor will replace the improvements or try to work around the area.

Mayor Daggett called a 15-minute break at 5:33 p.m. The meeting resumed at 5:49 p.m.

10. Update on the Downtown Vision and Action Plan

Planning Director Michelle McNulty introduced Terry Madeksza, Executive Director for the Flagstaff Downtown Business Alliance (FDBA), who provided an update on the process and status for the Downtown Vision and Action Plan. Community Investment Director David McIntire was also available for any questions. Slides included:

- Background
- Background: Objectives
- Background: Plan Overview
- Background: COVID
- Online Survey Summary
- Key Policy Recommendations
- Market Assessment
- Market Opportunities
- Vision and Action Plan
- Action Plan – Economic Vitality Goals
- Action Plan – Catalytic Projects
- Action Plan – Downtown Experience Goals
- Action Plan – Mobility Goals
- Implementation & Funding Strategies
- Next Steps

Councilmember McCarthy stated he is very excited about the plan and that the things he heard are right on point. He especially supports the housing need and the maintenance of historical character. He agreed with the use of the former courthouse site.

Councilmember House stated that the plan is terrific.

Councilmember Sweet stated that she is excited about the plan.

Councilmember Harris expressed concerns about people in the community who do not want to see growth like this. She spoke about pulling hotel owners into the conversation and talking to them about shuttles to reduce traffic and how to get the owners involved in the project.

Ms. Madeksza addressed Councilmember Harris's concerns and stated that any upward growth needs to be based on community values. The bank sites on Birch, such as Chase Bank, that are surrounded by parking lots are examples of where development could be placed without disturbing the historic nature of the area as well as at areas around Route 66. Ms. Madeksza also spoke about engaging the hotels in the visioning process.

Councilmember Matthews asked if there is a strategy on how to attract developers to develop in the City's vision and if there is a plan to approach the banks that have large footprints downtown. Ms. Madeksza stated that there is some interest from private developers and staff is working on how to facilitate those connections. She added that none of the properties are in the design phase nor have any properties moved, but they are positioned to start the discussions on the projects.

Vice Mayor Aslan stated that he likes the idea of looking ten years out. He stated that he is hopeful that there will not be much opposition to creating more density downtown and that

framing it as an urban living situation would be beneficial. He also asked how safety in the downtown area would be incorporated into the plan. He spoke about having synergy with all the new projects. Ms. Madeksza stated that members of the Police Department and the Fire Department are on the committee, and she will incorporate safety into future presentations. She also spoke about the ideas of urban living and living downtown and how it is built into the very nature of the proposal.

Councilmember McCarthy asked if the plan incorporates the area south of the tracks and the projects developed there as well. Ms. Madeksza stated that it does. She also spoke about creating a neighborhood in the downtown area in response to the urban living question.

Councilmember Harris spoke about a project in the Southside community and keeping the neighborhood involved. Councilmember Harris spoke about the impacts that businesses have on surrounding neighborhoods.

Vice Mayor Aslan addressed the movement of the hospital and the revisioning of Hospital Hill.

Councilmember Matthews spoke about a program for safety concerns, especially with all the new events.

Public Comment:

Tyler Denham thanked the people and the organizations who worked on the plan. He stated that the plan speaks about the need for better parking management and parking supply. He added that he agrees with better parking management, but that he disagrees with increasing parking supply. He stated that land utilized for parking is land that cannot be utilized for housing or commercial use. The plan stated that the office vacancy rate is 1% and the rental vacancy rate is 2%, which is very unhealthy. Mr. Denham stated that the idea that downtown needs more vehicles for economic growth is a fallacy.

Ms. Madeksza addressed Mr. Denham’s comment and stated that the plan does not call for any additional surface lots, but stated that as developments occur, some form of parking is necessary in those developments.

11. Review and discuss proposed Procurement Code Manual revisions for amending Articles 1 through 7.

Purchasing Director Patrick Brown delivered a presentation to the Mayor, Vice Mayor, and Council. The presentation's purpose was to discuss proposed revisions to amend Articles 1 through 7 of the City of Flagstaff Procurement Code. The goal was to obtain Council input and recommendations on the revisions. The presentation included slides outlining the proposed changes and key points for discussion.

- Overview
- Prelude
- Article 1 and Article 2
- Article 4 – Definitions
- Article 5 – Unauthorized Purchase
- Article 7 – Informal and Formal Procurement Limits; Quote File Requirements

City Manager Clifton addressed the informal procurement limit becoming a formal process if deemed appropriate by the City Manager as a matter of high community interest or potential

controversy. He emphasized the significance of the change and how it aligns with Council's direction, providing assurance to the public that, even with a higher threshold, Council would still have the opportunity to provide input on matters of interest.

Mayor Daggett asked if Mr. Brown's process stays the same with this change and if the only difference is whether he brings it to Council for official approval. Mr. Brown confirmed this.

Councilmember McCarthy pointed out that a key aspect of the formal process would be the involvement of Council in procurement decisions. Both Mr. Clifton and Mr. Brown confirmed that it would indeed be the case.

Councilmember McCarthy also commended Mr. Clifton's policy of erring on the side of bringing matters to Council when in doubt, noting its effectiveness.

- Future Revisions – Climate Action/Carbon Neutrality
- Future Revisions – Housing Emergency

Mayor Daggett thanked Mr. Brown for highlighting Council’s priorities.

12. Public Participation

None.

13. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Councilmember Sweet shared that she recently toured the Wildcat Water Treatment Plant, attended a fundraiser at Warner's Nursery for High Country Humane, and mentioned an upcoming mural unveiling at the Mayor's office. She is also attending the Firefighter graduation.

Councilmember House mentioned a conversation with actress and speaker Erin Alexander, who discussed the impact of Northern Arizona on her development and career. Ms. Alexander will hold a talk in Flagstaff in August.

Councilmember Matthews reported her attendance at the monthly Mountain Line Meeting and her participation in the Northern Arizona Leadership Alliance (NALA) on community health and civility. She also mentioned attending an upcoming graduation.

Vice Mayor Aslan noted an upcoming retreat for the Coconino Plateau Water Advisory.

Mayor Daggett shared that she recently toured Kinder Camp and is attending the Bridging Over Ceremony for Kinder Camp. She also mentioned taking a lunar rover tour at USGS with Councilmember Sweet. The Mayor spoke about a meeting with Governor Hobbs where housing needs were discussed. Additionally, she mentioned the mural reception and the watershed cleanup event scheduled for Saturday, July 1, 2023. The Mayor wrapped up by sharing that the Council is sponsoring Movies on the Square on Saturday and reminded everyone of the next Council meeting on Monday, July 3, 2023 and that the Council will be on a break for the summer.

Councilmember McCarthy clarified that there is one Council meeting in late August on Monday, August 28, 2023.

14. Adjournment

The Work Session of the Flagstaff City Council held June 27, 2023, adjourned at 7:20 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL SPECIAL MEETING
TUESDAY, AUGUST 8, 2023
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
2:00 P.M.

MINUTES

1. CALL TO ORDER

Councilmember McCarthy called the special meeting of the Flagstaff City Council held August 8, 2023, to order at 2:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Roll Call

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

PRESENT:	ABSENT:
COUNCILMEMBER HARRIS COUNCILMEMBER HOUSE COUNCILMEMBER MATTHEWS COUNCILMEMBER MCCARTHY COUNCILMEMBER SWEET	MAYOR DAGGETT VICE MAYOR ASLAN

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

The Council and audience recited the pledge of allegiance, Councilmember House read the Mission Statement of the City of Flagstaff, and Councilmember Matthews read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants,

border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. LIQUOR LICENSE PUBLIC HEARINGS

Councilmember McCarthy opened the public hearing on all applications.

Police Chief Dan Musselman introduced the applications and noted no items of concern.

Councilmember Matthews made note that the address listed on the agenda for Petit Marche was incorrect. Applicant Natasha Greenhalgh stated that they owned two locations, the address for Petit Marche was 111 E. Aspen, the address listed on the agenda was for their other property.

Councilmember Matthews asked about the prior liquor violations for Hops on Birch. Applicant Randy Duren stated that he was not aware of the violations from the prior owner and assured the Council that they had experience with liquor licenses in other areas of the state and have had no issues or violations associated with those locations.

There being no public comment Councilmember McCarthy closed the public hearing.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to forward all applications to the State with a recommendation for approval with a correction to the address for Petit Marche.

Vote: 5 - 0 - Unanimously

A. **Consideration and Action on Liquor License Application:** Mario Frank Martusciello, "Matador Coffee Roasting Co," 203 S. Milton Road, Series 12 (restaurant), New License.

B. **Consideration and Action on Liquor License Application:** Randall James Duren, Jr., "Hops on Birch" 22 E. Birch Avenue, #2, Series 07 (Beer and Wine Bar), Owner Transfer.

C. **Consideration and Action on Liquor License Application:** Camila Alarcon, "Bun Huggers," 901 S. Milton Road, #A, Series 12 (restaurant), New License.

D. **Consideration and Action on Liquor License Application:** Natasha Anne Greenhalgh, "Petit Marche," 2 S. Beaver Street #170, Series 10 (beer and wine store), New License.

5. ADJOURNMENT

The Special Meeting of the Flagstaff City Council held August 8, 2023, adjourned at 2:15 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on August 8, 2023. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 6th day of February, 2024.

_____

CITY CLERK

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	01/30/2024
Meeting Date:	02/06/2024

TITLE:

Consideration and Action on Liquor License Application: Andrea Dahlman Lewkowitz, "ATL Wings," 1300 S. Milton Road, #107A, Series 12 (restaurant), New License.

STAFF RECOMMENDED ACTION:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Executive Summary:

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

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

Financial Impact:

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

Policy Impact:

Not applicable.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

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

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

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

The deadline for issuing a recommendation on this application is March 5, 2024.

Community Benefits and Considerations:

This business will contribute to the tax base of the community.

Community Involvement:

The application was properly posted on January 16, 2024. No written protests have been received to date.

Attachments:

Letter to Applicant
Hearing Procedures
Series 12 Description
PD Memo
Zoning Memo
Map

City of Flagstaff

OFFICE OF THE CITY CLERK

1/17/2024

Andrea Dahlman Lewkowitz
2600 N. Central Avenue
#1775
Phoenix, AZ 85004

Dear Ms. Lewkowitz,

Your application for a Series 12 Liquor License for ATL Wings located at 1300 S. Milton Road, #107A, Flagstaff, AZ was posted on January 16, 2024. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **February 6, 2024, which is scheduled to begin at 3:00 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on February 5, 2024, and the application may be removed from the premises at that time.

The $815 application fee has been received by City staff. Thank you for your payment.

If you have any questions, please call me at 928-213-2077 (office) or 928-220-5995 (cell).

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

License Types: Series 12 Restaurant License

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

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

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

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

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

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

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

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

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

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

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

Chief of Police
Dan Musselman

MEMORANDUM

Memo #24-010

TO: **Chief Musselman**

FROM: **Sgt. N. Almendarez #703**

DATE: **January 17, 2024**

RE: **New Application – Series 12 Restaurant Liquor License Application– ATL Wings**

On January 17, 2024, I initiated an investigation into the new application for a Series 12 (Restaurant) Liquor License filed by Andrea Dahlman Lewkowitz (Agent and Controlling Person) and Antonio Trujillo (Controlling Person). This is a new application, and the application number is 273286. It is for ATL Wings located at 1300 South Milton Road #107A, Flagstaff, AZ.

I conducted a query through local systems and public access on Andrea and Antonio. I discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and found no violations.

I found evidence that the applicant has taken the mandatory liquor license training. This business is not located within 300 feet of a school or church.

A representative for the business was invited to be present for the council meeting on February 6, 2024.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

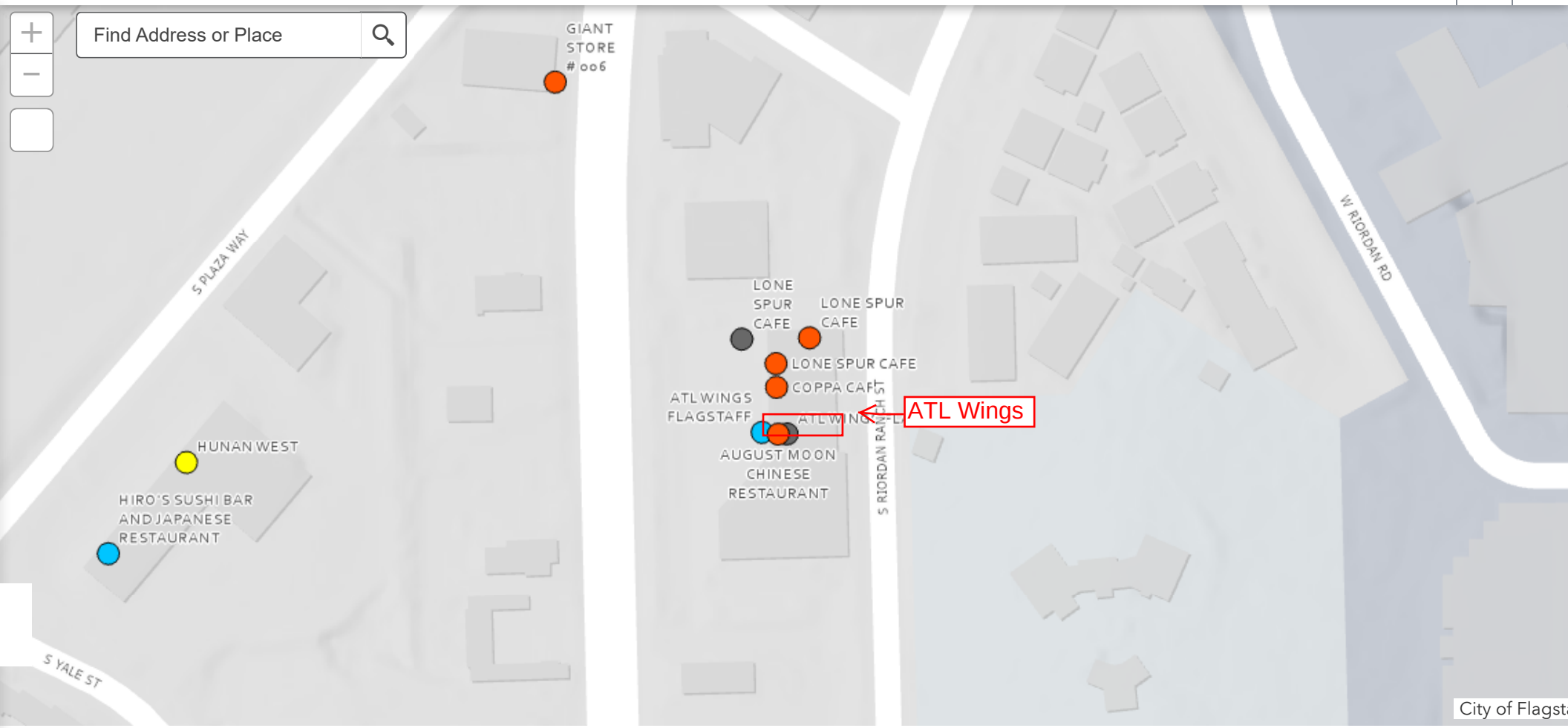
CC: Michelle McNulty, Planning Director

Date: January 8, 2024

Re: Application for Liquor License #273286
1300 S Milton Road, Suite107A, Flagstaff, Arizona 86001
Assessor's Parcel Number 103-19-002
Andrea Dahlman Lewkowitz on behalf of ATL Wings

This application is a request for a new Series 12 Restaurant liquor license by Andrea Dahlman Lewkowitz on behalf of ATL Wings. This business is located within the Highway Commercial district. This district does allow for this use.

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


Find Address or Place
GIANT STORE # 006
S PLAZA WAY
W RIORDAN RD
LONE SPUR CAFE
LONE SPUR CAFE
LONE SPUR CAFE
COPPA CAFE
ATL WINGS FLAGSTAFF
ATL WINGS
ATL Wings
AUGUST MOON CHINESE RESTAURANT
S RIORDAN RANCH ST
HUNAN WEST
HIRO'S SUSHI BAR AND JAPANESE RESTAURANT
S YALE ST
City of Flagst

9. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Robert Wallace, Open Space Supervisor
Co-Submitter:	Rebecca Sayers
Date:	01/30/2024
Meeting Date:	02/06/2024

TITLE:

Consideration and Approval of Contract: Contract with EnviroSystems Management, Inc., in the amount of $204,816.25, for the Observatory Mesa Invasive Weed Treatment and Restoration Project.

STAFF RECOMMENDED ACTION:

1. Approve the Contract with EnviroSystems Management, Inc. in the amount of $204,816.25, for labor and supplies to treat 447.5 acres of invasive plants and to restore and seed 31.5 acres with native seed; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

This project will support forest and woodland health through the prioritization of invasive plant prevention and control within the Observatory Mesa, Flagstaff, AZ focus area. This project will target invasive plant prevention and control, and revegetation to maintain the forest health of the area. The project will focus on two adjoining locations, Observatory Mesa and Thorpe Park. The project will treat 447.5 infested acres for two years. Following the two-year treatments, 31.5 acres will be seeded with native species.

Financial Impact:

Grant funds available total $197,000. Open Space Section funds totaling $14,000 are budgeted in account 001-11-159-0665-5-4290 as grant match.

Policy Impact:

No policy impacts.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

PBB Priorities

Environmental Stewardship:
- Promote, protect and enhance a healthy, sustainable environment and its natural resources.
- Increase the private sector's participation in environmental stewardship efforts.
- Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, and social systems.

Carbon Neutrality Plan

Carbon Neutrality Plan Strategy 1

Priority four: Commitments - Healthy Forests and Open Spaces
HF-1 Protect existing forests, resources, and meaningful open spaces.
Carbon Neutrality Plan Strategy 2
Priority one: Neighborhoods - Inclusive Recreation
IR-1 Protect natural areas and ecosystem services that are most vulnerable to the impacts of increased visitation and climate change.
Carbon Neutrality Plan Strategy 3
Priority four: Commitments - Healthy Forests and Open Spaces
HF-6 Proactively manage for expected ecosystem transitions, including the potential threats to Ponderosa pine forests.

Regional Plan Support
Goal E&C.3. Prepare Flagstaff's community systems and resources to be more resilient to climate change impacts, and address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.
Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.

Has There Been Previous Council Decision on This:

- 02/21/2023: City Council approved grant agreement # IPG 22-701 with the Department of Forestry and Fire Management, Invasive Plant Grant for grant funds in the amount of $100,000, with a City match of $11,500 to support the maintenance of the Observatory Mesa Natural Area open space.
- 01/17/2023: City Council approved of grant agreement #IPG 22S-702 with the Arizona Department of Forestry and Fire Management, for Observatory Mesa Invasive Plant Prevention and Control Grant in the amount of $97,000, with a City match of $11,260 to support the maintenance of the Observatory Mesa Natural Area open space.
- Consideration and Adoption of Resolution No. 2020-46: A resolution adopting the Management Plan for Legally Designated Open Space Properties.

Options and Alternatives:

1. Option A – Approve the Contract with EnviroSystems Management, Inc., for invasive plant treatment and native vegetation restoration at Observatory Mesa Natural Area and Thorpe Park in the amount of $204,816.25.
2. Option B – Do not approve the Contract with EnviroSystems Management, Inc.

Background/History:

The City of Flagstaff acquired Observatory Mesa Natural Area in December 2013, with funding from the 2004 voter-approved Open Space bond and a 2013 Arizona State Parks Growing Smarter grant. Observatory Mesa serves as an important wildlife corridor for large mammals traveling between the San Francisco Peaks and the Mogollon Rim. This project will provide needed maintenance to remove invasive weeds and treat areas to return to native vegetation, which is important for forest health and wildlife native to the area.

The City of Flagstaff conducted a competitive and open procurement process through an Invitation for Bid which resulted in Contract No. 2024-21. The City of Flagstaff Procurement department has verified Envirosystems Inc. as a responsible and responsive bidder and presents the best value to the City.

Key Considerations:

The Management Plan for Legally Designated Open Space provides a framework for managing the natural, ecological, historical, and recreational resources to minimize conflict and degradation, and serves as a resource to guide decision-making processes for designated open space properties.

The Plan identifies five overarching management goals for designated open space properties, which are listed below. This resolution and grant agreement directly support all the goals.

1. To maintain, restore, and enhance the natural ecosystem processes of these properties, including watershed health (including intermittent streams), forest structure, native plant communities, and rare habitat types.
2. To protect cultural resources present within these properties.
3. To maintain and protect diverse and healthy wildlife populations.
4. To provide opportunities for public use of these properties through passive recreational use, resource interpretation, education, scientific research, and other compatible activities in a manner that is consistent with the preservation of the conservation values of the site and the management goals.
5. To maintain and develop partnerships that facilitate resource management, stewardship, and conservation.

Community Involvement:

Staff collaborates with numerous educational partners. This application for the Invasive Plan Grant was supported by:

- The Arboretum at Flagstaff
- Arizona Native Plant Society
- Lowell Observatory
- USFS Coconino Natl Forest
- Picture Canyon Working Group
- Open Spaces Commission
- Willow Bend Environmental Center

Attachments: Contract and Exhibits
Grant Agreement #1
Grant Agreement #2
Location Map

CONTRACT FOR SERVICES
FOR THE CITY OF FLAGSTAFF
Contract No. 2024-21

This Contract is entered into this _____ day of _____, 2023 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and EnviroSystems Management Inc, an Arizona corporation, ("Contractor").

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

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree as follows:

1. Scope of Work: Contractor shall provide the services generally described as follows:

   OBSERVATORY MESA INVASIVE WEED TREATMENT & RESTORATION PROJECT

   and as more specifically described in the Scope of Work attached hereto as *Exhibit A* and the Specifications, Maps, and a link to shape files included in the Scope of Work.

2. Compensation: Contractor shall be compensated for satisfactory work performed under the Bid schedule, under the purchase order section identified in the Scope of Work attached hereto as *Exhibit A*, equaling **two hundred four thousand eight hundred sixteen and twenty-five cents ($204,816.25).**

   A. Scope Items 1 - 4: Identify services in invoices as Grant Number IPG-22-701: $100,000 (Federal Grant Funds), $11,500 (City Match Funds), total amount available $111,500.

   B. Scope Items 5 - 9: Identify services in invoices as Grant Number IPG-22S-702: $97,000 (State Grant Funds), $11,260 (City Match Funds), total amount available $108,260.

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B* are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified in *Exhibit A*.

4. Insurance: Contractor shall meet Insurance Requirements of the City as set forth in *Exhibit C*.

5. Grant Provisions: Contractor shall meet the Grant Provisions as set forth in *Exhibit D*.

   Grant Number Grant Number IPG-22-701: $100,000 (Federal Grant Funds), $11,500 (City Match Funds), total amount available $111,500.

   Grant Number IPG-22S-702: $97,000 (State Grant Funds), $11,260 (City Match Funds), total amount available $108,260.

6. Contract Term: The Contract term is for a period of two (2) years unless terminated pursuant to the Standard Terms and Conditions. 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.

7. Notice: Any formal notice under this Contract shall be in writing by certified mail and email to:

To the City:
Teddy Callan
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
teddy.callan@flagstaffaz.gov

To Contractor:
Nick Uehling
Vegetation Management Program Manager
EnviroSystems Mgmt. Inc.
23 East Fine Avenue
Flagstaff, Arizona 86001
nuehling@esmaz.com

With a copy to:
Robert Wallace
Open Space Supervisor
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
Robert.Wallace@flagstaffaz.gov

With a copy to:
Stacey Brechler-Knaggs
Grants, Contracts & Emergency Mgt Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
sknaggs@flagstaffaz.gov

8. Authority: Each Party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

_____

Print name: _____

Title: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

_____
Notice to Proceed

EXHIBIT A

SCOPE OF WORK

Scope of Work (Includes: Federal grant scope items and State grant scope items)

General Project Description

The contractor will complete invasive weed treatment for two years and restoration to include seedbed preparation and seeding.

The two main invasive plant species for focus include:

- *Cirsium vulgare* (bull thistle) 134.2 acres (state) + 160.03 acres (federal). Total acres: 294.23
- *Linaria dalmatica* (dalmatian toadflax) 151.61 (federal). Total acres: 151.61

Minor invasive plant species for focus include:

- *Convolvulus arvensis* (field bindweed) .03 acres (federal). Total acres: 0.03
- *Carduus nutans* (musk thistle) 1.63 (state). Total acres: 1.63

Seeding Includes:

- Total acres: 31.5

Work Location Description

The Observatory Mesa Natural Area is located on the west side of Flagstaff Arizona, with project center coordinates (in Decimal Degrees), Latitude (y-coordinates) 33.53157, Longitude (x-coordinates) -111.66895. The property is bound on the northern, eastern, and southern boundaries by private development (primarily single-family homes), with Forest Service property immediately adjacent to the western property boundary, and a centrally owned section. The property can be accessed on the west side, from Forest Service Road 515. Vehicle access is limited along existing roads. Motorized vehicles may be used for access and treatment where appropriate with written permission.

Supporting Project Material

- Shapefiles and maps of invasive plant populations
    - https://www.flagstaff.az.gov/DocumentCenter/View/76550/Observatory-Mesa-Invasive-Plant-Shapefiles
    - Introductory site visit with staff to the general project area

Contractor Project Objectives (All-inclusive: Federal and State grant scope items)

1. Scope Item #1 (federal grant: IPG- 22-701) Chemical treatment of noxious weeds once per year for 2 years. Approximately 160.03 acres of Cirsium vulgare (bull thistle), 151.61 acres of Linaria dalmatica (dalmatian toadflax, and .03 acres of Convolvulus arvensis (field bindweed). Total acres ~ 311.67
2. Scope Item #2 (federal grant: IPG- 22-701) Determine locations for treatment photos at a minimum of 4 fixed locations within the focus area and take pictures pre-treatment year one and year two and post-treatment year one and year two
3. Scope Item #3 (federal grant: IPG- 22-701) Conduct an inspection and evaluation of treatments and prepare a report on work, including photographs.

4. Scope Item #4 (federal grant: IPG- 22-701) Prepare invoices specific to federal grant, number IPG- 22-701
5. Scope Item #5 (state grant: IPG-22S-702) Chemical treatment of noxious weeds once per year for 2 years. Approximately 134.2 acres of Cirsium vulgare (bull thistle) and 1.63 acres of Carduus nutans (musk thistle)
6. Scope item #6 (state grant: IPG-22S-702) Restoration and revegetation: seedbed preparation and seeding with native seed mix in year 2. This will include seedbed preparation including identification of best locations for restoration, possible removal/thinning of existing mulch, soil preparation, seed mix, seeding, and possible mulching for ~ 31.5 acres within the project area
7. Scope Item #7 (state grant: IPG-22S-702) Determine locations for treatment photos at a minimum of 4 fixed locations within the focus area and take pictures pre-treatment year one and year two and post-treatment year one and year two
8. Scope Item #8 (state grant: IPG-22S-702) Conduct an inspection and evaluation of treatments and prepare a report on work, including photographs.
9. Scope Item #9 (state grant: IPG-22S-702) Prepare invoices specific to state grant, number IPG- 22S-702

Standards and Specifications Contractor is Required to Meet General Standards

- Use of herbicides shall comply with the applicable Federal and state laws. Herbicides shall be used only in accordance with their registered uses and within limitations imposed by the U.S. Secretary of the Interior.
- Evaluation of site conditions early in the planning process and appropriate site preparation are fundamental to successful revegetation. Site preparation for this project will involve becoming familiar with the site to help ensure efforts are effective.
- The selected Bidder needs familiarity with identifying areas of focus for restoration and seeding efforts, seedbed preparation and will complete the chemical treatment and seeding during ideal timing to maximize effectiveness.
- The selected Bidder needs familiarity with seedbed preparation
- The selected Bidder will complete the chemical treatment and seeding during ideal timing to maximize effectiveness.

Impact Prevention

Protection of the project site is an important aspect of site preparation and should occur at the beginning of and throughout the project phase. Appropriate steps include:

- During project implementation, ensure the exclusion of weed seed from entering the site on vehicles, tools, mulch, personnel, etc. Vehicles and equipment must be power washed before entering the location after every departure from the project area.
- Material and equipment must be stored at a weed-free staging area to prevent noxious weed seed migration. If on-site, this staging area will need to be restored.
- All material/soil brought on-site must be noxious weed-free.
- Avoid operating vehicles on wet soils.
- Notify the City immediately of any changes or plans that could affect City property, including the Open Space Section (Robert.wallace@flagstaffaz.gov).

Seedbed Preparation

- Areas for seeding will need to be selected from invasive plant infestation areas to help improve success.

- Seedbed preparation is required before seeding and may consist of removing excess mulch, decompaction of the soil, adding soil amendment (if needed), and then gently firming the soil surface prior to seeding.
- Seedbed preparation will vary depending on the site but will include raking and possibly ripping or removing excess mulch/forest debris. Sites may need to be assessed by a vegetation specialist to determine what work is necessary, with Open Spaces being consulted.

Plant Material Selection

- Appropriate seed mix selection is crucial in the successful revegetation of sites. Plant selection will be based on native plant growth in the project area.
- All seed mixtures shall be certified free of noxious weeds and shall not contain any of the species listed on the most recent 2020 Arizona State Noxious Weed List.
- All seed choices must be approved by the City of Flagstaff, Open Spaces Section.

Seeding

- The timing of seeding shall be considered with the best times of year to seed for the Flagstaff area before the monsoon season (~ late June), or Fall (late October – early November). Fall is the preferred time for seeding. Hydroseeding, a seeding method that uses a slurry of seed, wood fiber mulch, and water, has been demonstrated to be less effective if the seed is suspended in the solution for too long. Therefore, hydroseeding should only be used in areas that need more extensive coverage. This area has been estimated by the Open Space Program to be approximately .52 acres (.61 miles of road x 7' wide).
- Broadcast seeding, which consists of spreading the seed onto the surface of the soil by hand or with a hand spreader (also known as a belly grinder) or a mechanized rotary or cyclone seeder, has been determined to be the most viable option for the Flagstaff area. Broadcast seeding is also typically necessary in areas that are inaccessible, such as rocky slopes and steeper terrain.
- Because broadcast seeding is less reliable than drill seeding, the seeding rate shall be doubled or even tripled from other methods.
- Seed should be raked in to a depth of ¼ to ½ inch depth. After seeding is complete, the seed should be raked or harrowed in to provide better seed to soil contact and to cover the seed with soil.
- In areas that pose challenges for revegetation, seeding rates can be up to 50 to 60 pounds per acre to assure faster establishment or to provide erosion protection.

Mulching

- Mulching, the practice of applying a protective layer of material onto the soil surface to protect seeds shall be conducted when necessary if none on site exists. Sites may need to be assessed by a vegetation specialist to determine what work is necessary, with Open Spaces being consulted.
- Selected mulch shall be stable to prevent susceptibility to blowing away, crimped straw is an example.

Reporting

To determine the success of the chemical treatments the contractor will provide photo documentation and a brief report for the treated areas. The report should contain:

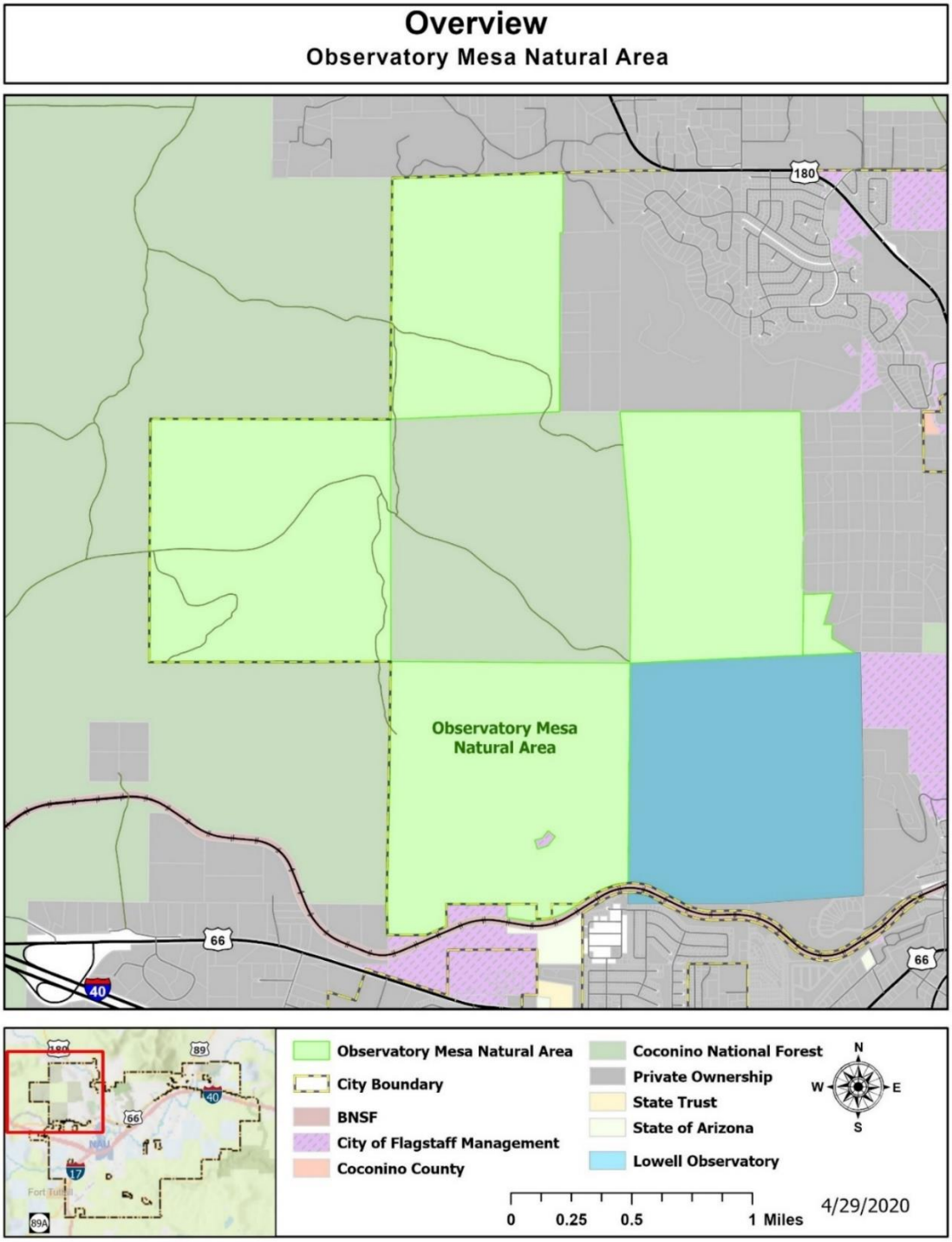
- Photograph documentation (at least one photo before and one after work in various sites)

- As needed, offer recommendations to the Open Space Program regarding additional needs for restoration

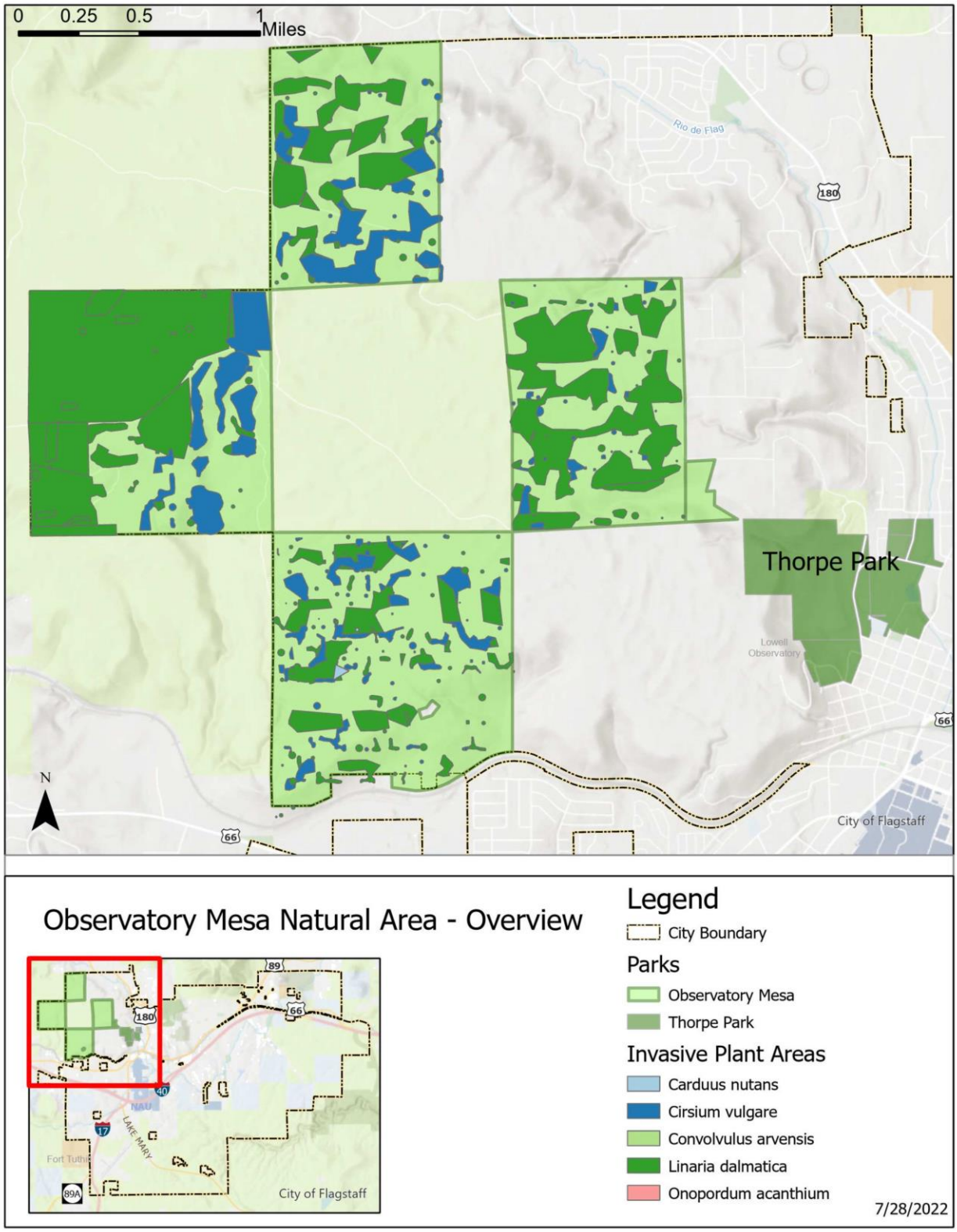
Supporting Maps

- See below

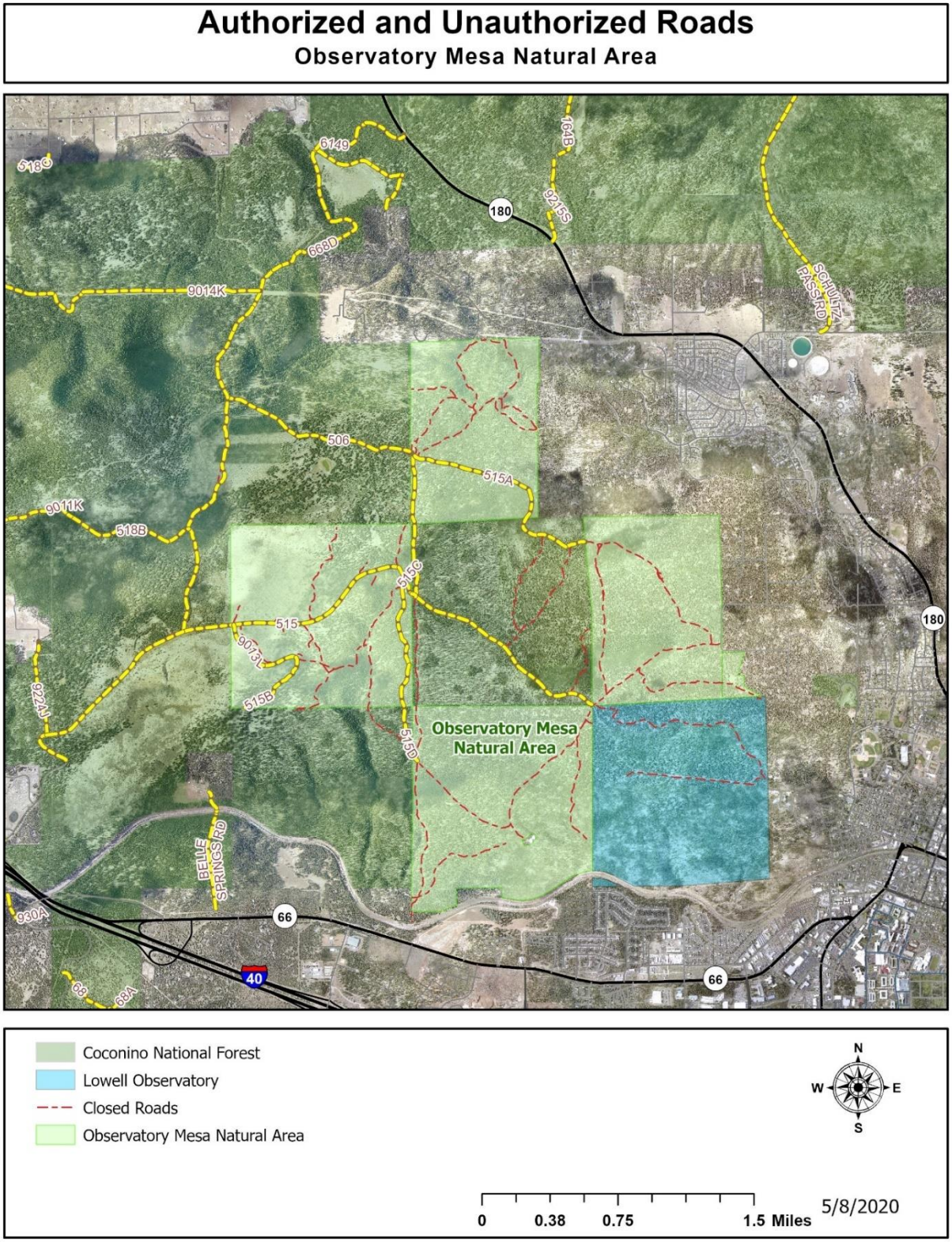
1. **General location map**



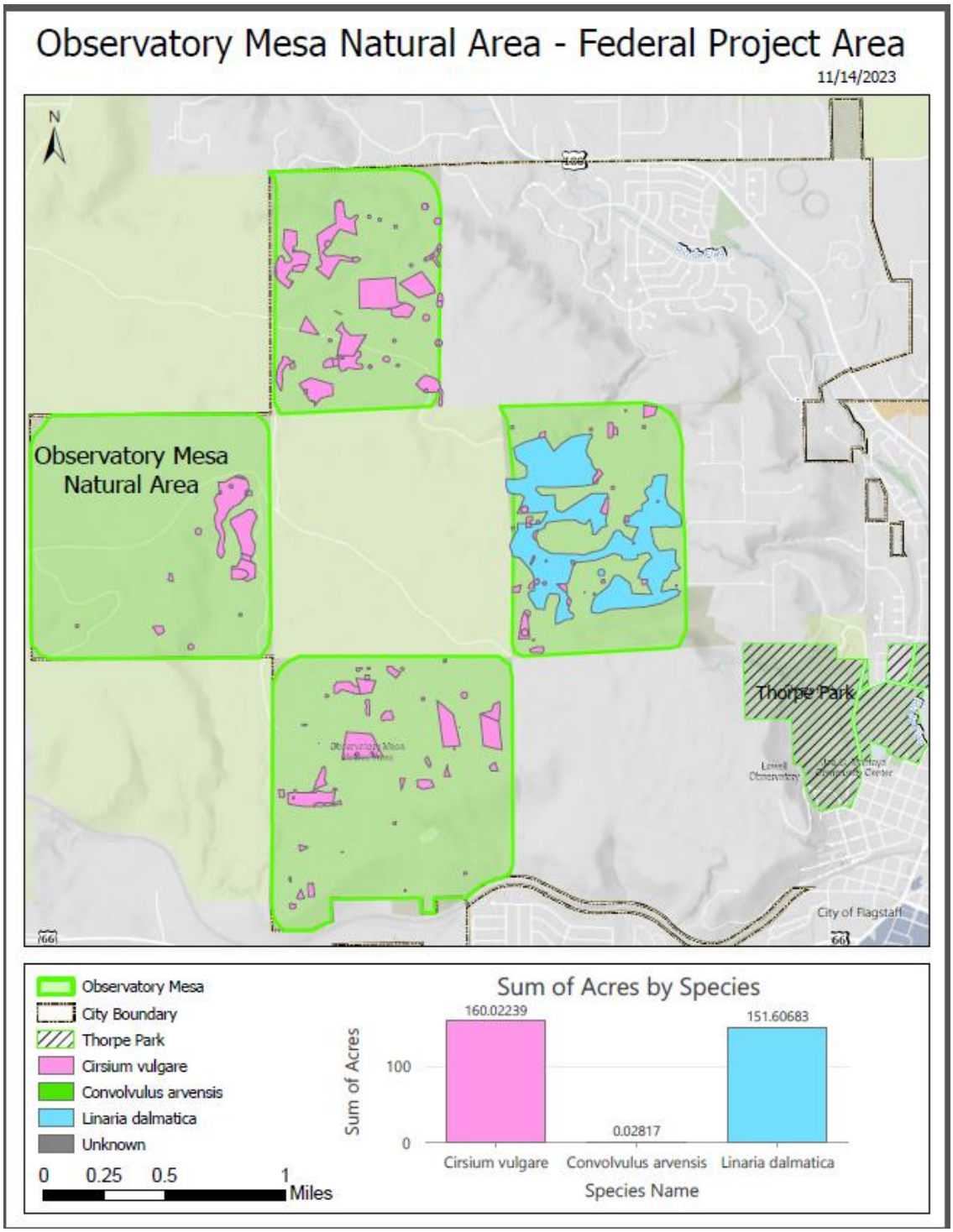
2. Project overview map



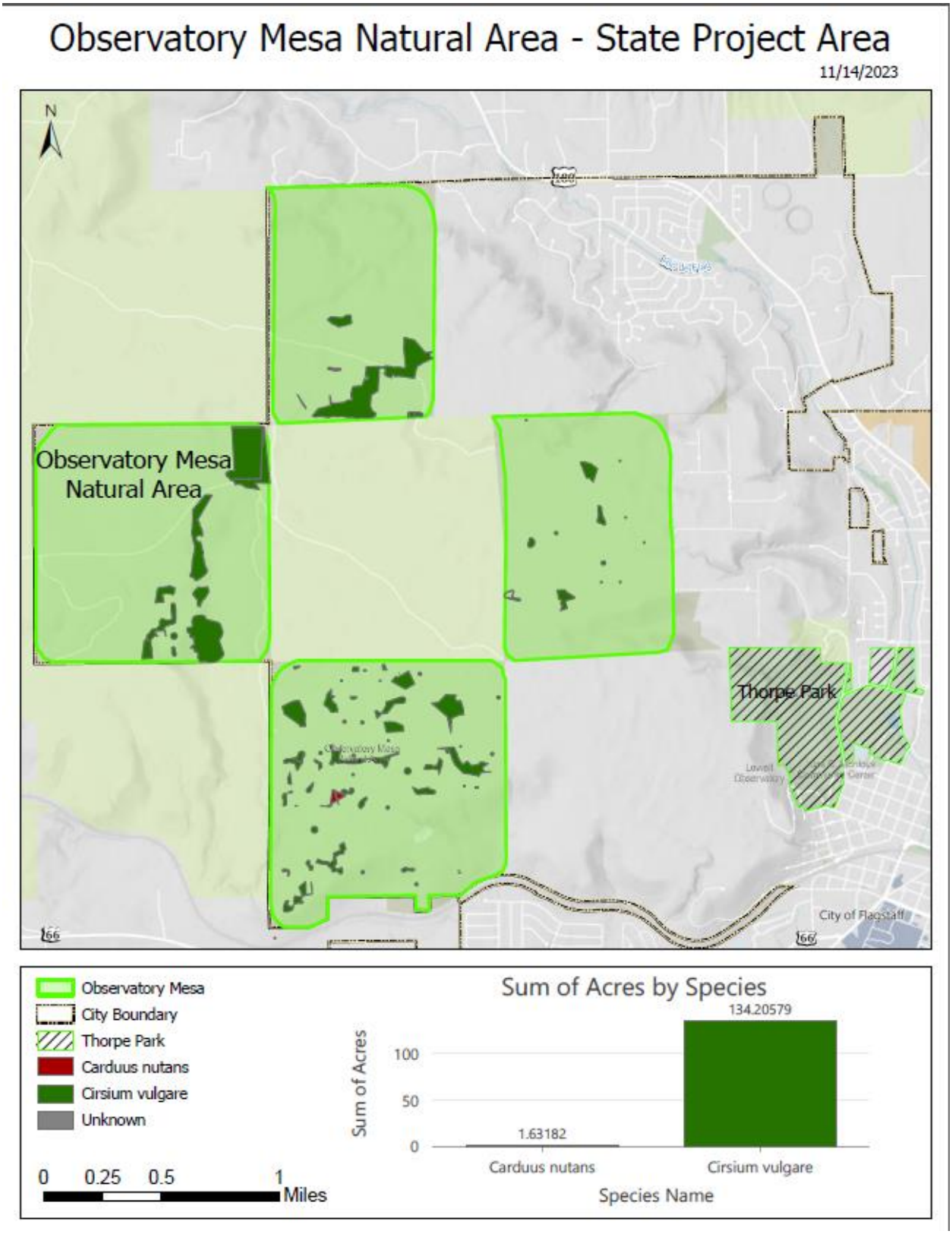
3. **Project road map**



4. Federal grant scope map (invasive plant locations)



5. State grant scope map (invasive plant locations)



CITY OF FLAGSTAFF
OBSERVATORY MESA INVASIVE PLANT CHEMICAL TREATMENT AND SEEDING
BID NUMBER 2023-129

BID FORM

PLEASE SEE THE SCOPE OF WORK ATTACHED TO THE CONTRACT AS *SAMPLE COTRACT,* AND MAP AND SPECIFICATIONS ATTACHED TO THE SCOPE OF WORK AS *EXHIBIT A*, FOR REQUIRED SERVICES. ENTER THE SERVICE CHARGES/BID AMOUNTS FOR THE FOLLOWING TRAILS AND ALL SERVICES SPECIFIED IN THIS SOLICITATION

RATES FOR EACH SCOPE ITEM

1. Scope Item #1 (federal grant: IPG- 22-701) Chemical treatment of noxious weeds once per year for 2 years. Approximately 160.03 acres of Cirsium vulgare (bull thistle), 151.61 acres of Linaria dalmatica (dalmatian toadflax), and .03 acres of Convolvulus arvensis (field bindweed). Total acres ~ 311.67

   $ 103,475

2. Scope Item #2 (federal grant: IPG- 22-701) Determine locations for treatment photos at a minimum of 4 fixed locations within the focus area and take pictures pre-treatment year one and year two and post-treatment year one and year two.

   $ 955.00

3. Scope Item #3 (federal grant: IPG- 22-701) Conduct an inspection and evaluation of treatments and prepare a report on work, including photographs.

   $ 6,805.00

4. Scope Item #4 (federal grant: IPG- 22-701) Prepare invoices specific to federal grant, number IPG-22-701.

   $ 195.00

5. Scope Item #5 (state grant: IPG-22S-702) Chemical treatment of noxious weeds once per year for 2 years. Approximately 134.2 acres of Cirsium vulgare (bull thistle) and 1.63 acres of Carduus nutans (musk thistle). Total acres ~135.83

   $ 45,095.60

6. Scope item #6 (state grant: IPG-22S-702) Restoration and revegetation: seedbed preparation and seeding with native seed mix in year 2. This will include seedbed preparation including identification of best locations for restoration, possible removal/thinning of existing mulch, soil preparation, seed mix, seeding, and possible mulching for ~ 31.5 acres within the project area.

Labor and Equipment	$ 31,191.25
Seed	$6,300.00
Mulch	$4,095.00

7. Scope Item #7 (state grant: IPG-22S-702) Determine locations for treatment photos at a minimum of 4 fixed locations within the focus area and take pictures pre-treatment year one and year two and post-treatment year one and year two .

$ 955.00

8. Scope Item #8 (state grant: IPG-22S-702) Conduct an inspection and evaluation of treatments and prepare a report on work, including photographs.

$ 5,490.00

9. Scope Item #9 (state grant: IPG-22S-702) Prepare invoices specific to state grant, number IPG-22S-702.

$ 195.00

(All charges must be included, no extra charges will be considered at a later date. Miscellaneous charges will be considered in determining the low Bid)



Signature of Person Authorized to Sign Bid

Principal-in-Charge
Title

Christine Markussen
Printed Name

12/18/23
Date

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 Combined Single Limit Per Accident for Bodily Injury & Property Damage	$1,000,000

d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$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.

WDS 4-17-23

Arizona Department of Forestry and Fire Management

Grant Agreement No. IPG ~~BIL~~ 22-701

Invasive Plant Grant Program

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona Department of Forestry and Fire Management ("State Forestry" or "State") and ("Sub-grantee"), **City of Flagstaff (UEI #XMMUMPKTLVQ3),** pursuant to the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624.

I. PURPOSE OF AGREEMENT

State Forestry is a primary recipient of grant funds provided by the USDA Forest Service to assist in the advancement of forest resources management; forest insect and disease management, urban and community forestry, development and transfer of new and improved fire control technologies, organization of shared fire suppression resources, forestry resources planning, conservation of forest land, and achievement of a number of other goals for the use and protection of forest lands. This agreement is a sub-award of those federal grant funds authorized under Arizona Revised Statute 37-1302.

Subaward of Federal Award # **23-DG-11030000-001,** dated **12/13/2022**
The Federal Assistance Listing Number is **10.697, Cooperative Forestry Assistance**, U.S. Department of Agriculture, Forest Service.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **December 31, 2024** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **90%** of the total cost of this program.
A contribution by the Sub-grantee for an additional **Cost Share Match of 10%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (federal portion) **shall not exceed $100,000.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of funds and reimbursement by the United States Department of Agriculture, Forest Service.

Reimbursement payments will be made to the Sub-grantee normally within ninety days after receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program. Support documentation must show dates and amounts of all expenses (See Attachment D).

Reimbursement for purchase of Capital Equipment (equipment costing more than $5,000 per unit price) is **NOT allowed** under this agreement. Capital Equipment may only be used as match with prior approval from State Forestry.

This is an award of Federal financial assistance and is subject to the Office of Management and Budget (OMB) guidance in Subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. All Federal and Sub-grantee matching/cost-share contributions are subject to applicable guidance. All project expenditures are subject to the Single Audit act of 1984 and payments shall adhere to the Federal Cash Management Improvement Act (CMIA).

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

SINGLE AUDIT ACT OF 1984: All project expenditures are subject to the Single Audit act of 1984 and all relevant Office of Management and Budget (OMB) guidance including 2 CFR 200, Subpart F. Sub-grantees are subject to audit if their share of federal financial assistance is $750,000 or more for a single fiscal year. Federal financial assistance includes reimbursements under this award and all other financial assistance originating from any agency of the federal government during the Sub-grantee's fiscal year. Sub-grantee will be required annually to report compliance with this requirement.

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. Any audit involving a Federally-funded grant shall provide a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt from the auditor or nine months from the close of the sub-grantee's fiscal year, whichever is earlier.

IX. PROCUREMENT REQUIREMENTS

All procurement activities shall be in compliance with State, Federal, and local laws including Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, Subpart D as adopted and supplemented by the USDA in 2 CFR Part 400. All Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement processes that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Quarterly performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports (quarterly and final reporting) will contain information on the following: (1) A comparison of actual accomplishments to the goals established for the period and for the entire program or project, (2) Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar activities. A computation of cost per unit of output may be required where applicable, (3) Reason(s) for delay if established goals were not met. (4) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. (5) Before and after pictures (required for final report and optional for quarterly reporting). (6) Mapping in the form of a pdf/paper map and matching shapefiles (if required for final reporting, see Section XI below).

Financial/Reimbursement requests may be submitted as often as monthly. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry. Reimbursement requests submitted with documentation (grant share or match) that is older than 6 months will not be accepted without prior approval.

Cumulative match share must accrue proportionally with reimbursable costs. Each reimbursement request must have the minimum required match share included and documented (minimum cumulative match must reflect equal proportion to the cumulative total amount). It is allowed to document match over the required match share in each reimbursement request and to use this towards the total grant match requirement.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after the end of grant the term. Final financial reimbursement may be held until all accomplishment reporting is complete and submitted to State Forestry.

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XIII (PRINCIPLE CONTACTS).

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to

meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

XI. MAPPING (CHECK ONE) __X__ Required _____ Not Required

Project Center Coordinates (in Decimal Degrees):

Latitude (y-coordinates) 33.53157 Longitude (x-coordinates) -111.66895

Center coordinates are required for all projects, regardless of mapping requirements. If the project requires a mapping component, both a 1-page PDF map and matching GIS (Geographic Information System) polygon data are required prior to project start date and at the time of final accomplishment report submission. Data files (Shapefiles, File Geodatabase, or KML polygons) created using GIS applications, must be submitted showing treatment/project area(s) and their name(s) or parcel number(s). GIS acres must match projected and actual treatment acres.

XII. COMPLIANCE AND PERMITS

Grantee agrees that it is responsible for acquiring all permits required by applicable federal, state, and local jurisdictions prior to treatment. Grantee also agrees that it is responsible for adherence to all applicable statutes, regulations, ordinances, and codes promulgated by applicable federal, state, and local jurisdictions, including but not limited to environmental regulations concerning the presence, existence, discharge, emission, or removal of any substances such as by-products, wastes, pollutants, and hazardous and toxic materials.

XIII. PRINCIPAL CONTACTS

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-grantee Fiscal Contact:

Stacey Brechler-Knaggs
Grants, Contracts and Emergency Management Director
211 W. Aspen Ave.
Flagstaff, AZ 86001
928-213-2227
sknaggs@flagstaffaz.gov

Principal Sub-grantee Programmatic Contact:

Robert Wallace
Open Space Supervisor
3200 W. Route 66, Building 6

Flagstaff, AZ 86001
928-213-2154
robert.wallace@flagstaffaz.gov

Principal Arizona State Forestry Contact:

Willie Sommers
Invasive Plant Program Coordinator
1110 W. Washington, Suite 500
Phoenix, AZ 85007
602-319-6818
wsommers@dffm.az.gov

XIV. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person, sent by electronic mail, or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

STATE FORESTRY	**SUB-GRANTEE**
John Richardson Assistant State Forester for Forestry Programs Arizona Department of Forestry and Fire Management 1110 West Washington, Suite 500 Phoenix, AZ 85007 602-771-1420 jrichardson@dffm.az.gov	Greg Clifton City Manager 211 W. Aspen Ave. Flagstaff, AZ 86001 928-213-2053 greg.clifton@flagstaffaz.gov

XV. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry and the U.S. Forest Service reserve the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XVI. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

XVII. ATTACHMENTS

The following Attachments are part of this Agreement:

A. Project Application
B. Detailed Project Plan
C. General Provisions
D. Documentation of Expenses

E. Quarterly Report and Reimbursement Format

Additional Certifications (require separate signatures):

AD1048 - USDA Form AD-1048 Debarment Certification
Lobbying - USDA Lobbying Certification

XVIII. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

STATE FORESTRY	**ACCEPTED BY SUB-GRANTEE**
Arizona Department of Forestry and Fire Management. 1110 West Washington, Suite 500 Phoenix, AZ 85007	City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001

Thomas A. Torres
Signature

Thomas A Torres
Print or Type Name

Arizona State Forester

Date: April 13, 2023

Greg Clifton 2023.03.07 18:44:41 -07'00'
Signature

Greg Clifton
Print or Type Name

City Manager
Title

Date: 3/7/2023

Attest:

Stacy Saltzburg Digitally signed by Stacy Saltzburg Date: 2023.03.08 07:56:03 -07'00'
City Clerk

Approved as to Form:

Kevin Fincel Digitally signed by Kevin Fincel DN: cn=Kevin Fincel, o=City of Flagstaff, ou=City Attorney's Office, email=kfincel@Flagstaffaz.gov, c=US Date: 2023.03.02 16:48:02 -07'00'
City Attorney

John Richardson
Signature

John Richardson
Print or Type Name

Assistant State Forester for Forestry Programs

Date: 4/14/2023

ATTACHMENT A

Project Application
(Cover Sheet)

Observatory Mesa Invasive Plant Prevention and Control

Profile : sknaggs@flagstaffaz.gov

1. Application/Project Title (100 character max) : Observatory Mesa Invasive Plant Prevention and Control

2. Organization Name (100 character max) : City of Flagstaff (COF), Open Space program

3. Project Lead (100 characters max) : Robert Wallace

4. Program/Project Congressional District (check all that apply) :

1

5. Program/Project Legislative District (check all that apply) :

6

6. Target Species (100 character max) : Scotch thistle, bull thistle, musk thistle, diffuse knapweed, field bindweed.

7. Acres to be Treated (Number) : 458

8. Treatment polygon (Yes/No) : Yes

9. Match Contribution (Number) : 11

10. Grant Theme (0 -10 points, 1,000 character max) : This project will support the forests and woodlands grant theme through the prioritization of invasive plant prevention and control within a northern Arizona ponderosa pine forest. The Observatory Mesa focus area is a diverse location that consists primarily of ponderosa pine overstory with small pockets of Gambel oak. Understory shrubs and grasses are diverse and support forest health. Observatory Mesa is an important component of the Flagstaff-area ecosystem. Several drainages and seeps join the Rio de Flag watershed. It is located within an important wildlife corridor that provides habitat for large mammals traveling between the San Francisco Peaks and Mogollon Rim. The City of Flagstaff initiated an invasive weed survey during the summer of 2021, that mapped Class A and B species from the Arizona State Noxious Weed List for 2,200 acres. This survey will guide work for invasive plant prevention and control, and revegetation to maintain ponderosa pine forest health.

11. Project Overview and Area Description (0-15 points, 1,500 character max) : The Observatory Mesa project location is a 2,373-acre area. The property is bound on the northern, eastern, and southern boundaries by private development (primarily single-family homes), with Forest Service property immediately adjacent on the western property boundary, and a centrally owned section. The project consists of 2 sites in the City of Flagstaff (COF). ~92% (2,200 acres) COF natural open space & 8% (172.9 acres) Thorpe Park. NEED. Seedbanks of bull and musk thistle are extensive. Scotch thistle and diffuse knapweed are increasing. The three main invasive plant species for focus are musk, bull, and Scotch thistle. These thistles are considered invasive and typically grow in disturbed areas, create dense monocultures, and are prolific seed producers. These species severely inhibit the growth of native species. Given their biannual growth pattern, it is necessary to treat the plants for at least two years in a row, and it's beneficial to reseed. The City of Flagstaff has been utilizing volunteers to manually control localized weed populations. An invasive weed survey was completed in 2021 that mapped Class A and B species from the Arizona State Noxious Weed List. Invasive weed populations were determined to be more extensive than previously known. The spreading populations threaten the continued health and biodiversity of the forest. Additional efforts are required to keep invasives in check.

12. Project Goals and Objectives (0-10 points,1,000 character max) : Goals: • Manage vegetation by maintaining & encouraging desirable native species, restoration, & controlling invasive species • Maintain & develop partnerships for resource management, stewardship, and conservation Objectives: • Maintain treatment to gain

ground against seedbanks & expand work to previously untreated areas • Chemically treat ~453 acres/yr. Mechanically treat ~5 acres/yr. at Thorpe Park. Total 458 acres • Seed total 31.5 acres • Meet with partners (Coconino National Forest, Lowell Observatory, COF Parks) to discuss future management strategies • Expand awareness through events, Invasive Weed Workshops, website, print & social media • Expand recruitment of volunteers for monitoring & weeding • Expand and deepen partnerships with stakeholders Costs: • Chemical treatments - max of $150/acre; Seeding - $2,000 - $3,000/acre; Manual treatments $500/acre (or $29.95/hr. federal volunteer rate)

13. Scope of Work (0-15 points, 2,000 character max) : Work Performed & Who will Implement Grant This collaborative proposal fosters a unified weed control effort with the City of Flagstaff (COF), Coconino National Forest (CNF), & Lowell Observatory (LO) • Robert Wallace, COF Open Space (OS), will manage the grant • COF Parks staff will continue weed mitigation in Thorpe Park • OS will carry out volunteer events • OS will work with partners to develop a strategy for managing adjacent land • OS will partner with the Arboretum to host educational events • OS will expand public awareness through events, 2 invasive weed workshops, website, print & social media • OS will recruit volunteers for monitoring & weeding • Arizona Native Plant Society, the Friends of the Rio de Flag, & the Open Space Stewards program will continue to assist in recruiting volunteers Control Methods Herbicide Treatments • Grant funds will be used for herbicide treatments and seeding. Contract with a licensed herbicide applicator/vegetation specialist • Cash match will treat weeds in the project area, treatment of ~50 acres. $15,000 (cash match) Mechanical Treatments • Volunteers (in-kind match), coordinated by the Open Space program, will monitor and pull invasive plants in the project area (50 hrs./year at $29.95/hr. federal rate = $1,497.50 x 2 = $2,995). • Parks staff will provide weed mitigation for Thorpe Park ~40 hr./year at $1,500 x 2 years = $3,000 (in-kind staff time). Seeding • COF will use grant funds to seed native grasses in weedy areas that lack vegetation in Observatory Mesa and Thorpe Park Inventory, Mapping and Monitoring • A property survey for Observatory Mesa was completed in 2021. OS will collaborate with land managers to determine partner strategies for LO & CNF, a total of 1,255 acres Environmental Clearances • State Historic Preservation Office clearance required for groundbreaking activities (seeding) Education and Outreach • OS will partner to host an invasive weed workshop once a year for 2 years.

14. Project Timeline (0-10 points, 1,000 character max) : • 2-year project, Mar 2023 - Dec 2024 • Treatment timing weather dependent, typical dates for Flagstaff provided • Plan for seeding, herbicide & mechanical treatments in March of 2023 & 2024 • Meet with stakeholders to determine partner strategies for neighboring lands, Spring 2023 • Pre/post treatment photos spring/fall of each season • Invasive Weed Workshop July 2023 & 2024 • Herbicide treatments will occur May-Aug in 2023 & completed by June in 2024 to accommodate seeding • Hand pulling will occur May-Aug for 2023, & 2024 • Soil prep for seeding will occur Apr-Nov (all in 2024) • Seeding will occur June-Nov (all in 2024) • Reports completed quarterly • Milestones/accomplishments o 2023: treat 458 acres & collaborate with partners to determine management strategies for neighboring property o 2024: treat 458 acres, prepare and seed 31.5 acres, create management strategies for project sustainability, & complete final report

15. Collaborative Elements & Partners (0-10 points, 1,000 character max) : • COF Open Space & Parks will collaborate to implement the grant. Unsurveyed areas will be inventoried & a strategy developed for treating the additional land to prevent spread between boundaries. • Robert Wallace, COF Open Space Specialist, will manage the grant. • COF Parks staff will continue weed mitigation throughout Thorpe Park proper, including weed surveying/monitoring & manual weed control. • Volunteer weed pull events will be hosted to address unmanaged locations in Thorpe. • Open Space (OS) will collaborate with land managers from Lowell Observatory & Coconino National Forest to develop a partnership & strategy for weed mitigation on neighboring property, total 1,255 acres. • OS will partner with The Arboretum at Flagstaff to host two Invasive Weed Workshops. • The nonprofit Arizona Native Plant Society, the Friends of the Rio de Flag, & the Open Space Stewards program will continue to assist COF in recruiting volunteers for manual treatments.

16. Evaluation Plan (0-10 points, 1,000 character max) : Short-term success will be determined by the completion of the project goals and objectives including expansion of treatments to previously untreated areas, expansion of the area surveyed for invasive weeds in partnership with stakeholders, the number of acres treated, number of acres seeded, number of volunteer hours, & in-kind volunteer/cash match. Photo points will be established before treatment and repeated at the conclusion of the project to document the anticipated decrease in the density of the targeted invasive species. Yearly visual inspection and evaluation of treatments, including seeding, will occur at all project areas and will be recorded in the City's GIS database to direct further management. During future management efforts, the project area will be observed and locations of weeds and approximate numbers will be recorded. Standards to achieve will include treatment of 90% of target species, 90% treatment success rate, and organic herbicide for Thorpe Park.

17. Sustainability Plan (0-10 points, 1,000 character max) : • Monitoring and weed treatment will be needed at Observatory Mesa (OM) and Thorpe Park sites for many years. Grant partners + growing public interest in volunteer weeding will gradually diminish weed seedbanks in project areas. • Open Space will manage OM in perpetuity, focusing on the highest priorities that can be achieved within annual funding. • Parks will continue to monitor and treat weeds within Thorpe Park and will complete all that can be achieved within annual funding. • Open Space will post community reminders for volunteer weed events on their social media. • Open Space will continue to work with all stakeholders to build a long-lasting coalition with annual reminders for collaboration on weed maintenance for at least 4 years following grant completion.

Upload Budget Form (0- 5 points) : 2022_IPG Budget_Observatory Mesa Invasive Control.pdf

Upload Project Overview Map (0- 5 points) : Overview Map_Observatory Mesa Invasive Plant Prevention and Control.pdf

Letters of Support (optional) : Letters of Support_ Observatory Mesa Invasive Plant Control Project.pdf

Upload Project Shape Files (optional) :

Average Score :

# of Reviews : 0

# of Denials : 0

Created by : zengine+34759@srm.ecivis.com

Record ID # : 40085031

Last change : 2022-07-28T23:04:33+0000

Project: Observatory Mesa Invasive Plant Control

Total Project Budget (by expense type)				
Budget Detail	**Grant Share** ($ Amount Requested)	**Match**		**TOTAL**
		Dollars	**In-Kind**	
Administrative Labor:	**$0**	**$0**	**$2,566**	**$2,566**
Project Labor:	**$0**	**$0**	**$5,995**	**$5,995**
Fringe Benefits:	**$0**	**$0**	**$0**	**$ 0**
Travel:	**$0**	**$0**	**$0**	**$ 0**
Equipment:	**$0**	**$0**	**$0**	**$ 0**
Supplies:	**$0**	**$0**	**$300**	**$ 300**
Contractual:	**$199,705**	**$15,000**	**$0**	**$214,705**
Other:	**$0**	**$0**	**$0**	**$ 0**
TOTAL:	**$199,705**	**$15,000**	**$8,861**	**$223,566**

Budget Narrative

Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.

Grant Share:

• Contractual:

Chemical treatments for the project area. Cost max of $150/acre; chemical treatment will include 403.18 acres x $150 = $60,477 x 2 years = $120,954. Invasive plant infestations to be treated include: Cirsium vulgare (bull thistle) = 403.18 acres.

Seeding for project area will include soil preparation, seed mix, seeding, erosion blankets/mulch. Cost $2,000-3,000/acre; seeding will include ~31.5 acres x $2,500/acre = $78,750

Seeding areas include:

- Onopordum acanthium (Scotch thistle) = 1.976 acres
- Cirsium vulgare (bull thistle) = 20 acres
- Carduus nutans (musk thistle) = 2.45 acres
- Centaurea diffusa (diffuse knapweed) = 2 acres
- Convolvulus arvensis (field bindweed) .042 acre
- Miscellaneous species in project area = 5 acres

Total grant share contractual = $199,705

Budget Narrative - Continued

Use this additional space to provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.

Match (DOLLARS):

• Contractual:

Treatments for the project area. Cost max of $150/acre; treatment (chemical & manual) will include 50 acres x $150 = $7,500 x 2 years = $15,000

Invasive plant infestations to be treated include:

- Onopordum acanthium (Scotch thistle) = 1.976 acres
- Cirsium vulgare (bull thistle) = 40 acres
- Carduus nutans (musk thistle) = 2.45 acres
- Convolvulus arvensis (field bindweed) = .042 acre
- Miscellaneous = 5.532 acres

Total acres: 50

Total cash dollar match for contractual = $15,000 (cash match)

Match (IN-KIND):

• Administrative Labor:

Staff time for grant, partner, & volunteer coordination; full burden rate: $42.76/hr. x 30 hr. = $1,282.80 x 2 years = Total $2,565.60 (in-kind staff time).

• Project Labor:

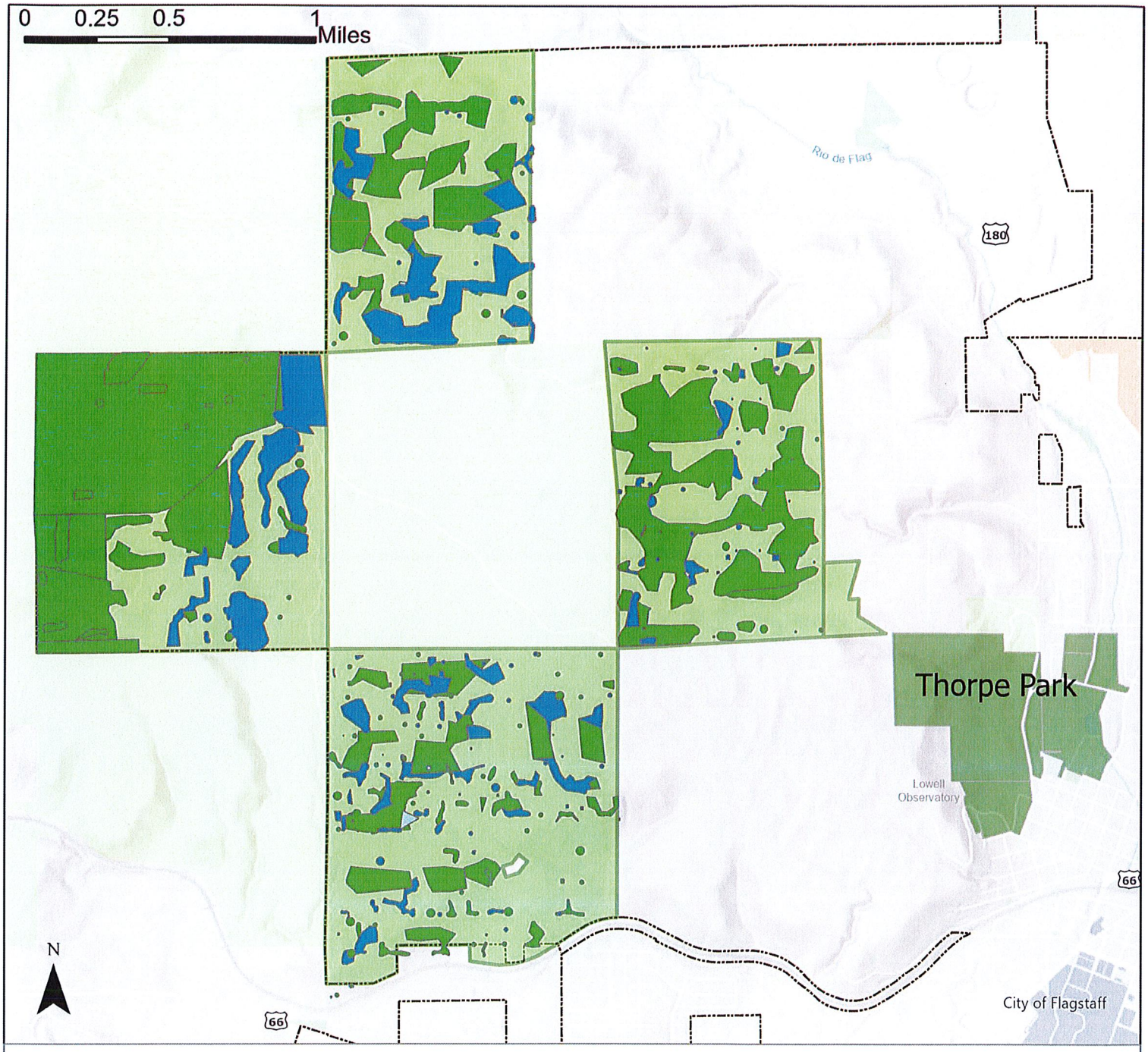
Mechanical treatment – Parks staff will provide weed mitigation for Thorpe Park ~40 hr./year at $1,500 x 2 years = $3,000 (in-kind staff time). Total = $3,000

Mechanical treatment – Volunteers will remove Centaurea diffusa (diffuse knapweed) from 5 acres at Thorpe Park, and miscellaneous locations. $29.95/hr. federal volunteer rate x 50 hr/yr x 2 years = $2,995 (in-kind volunteer time). Total = $ 2,995

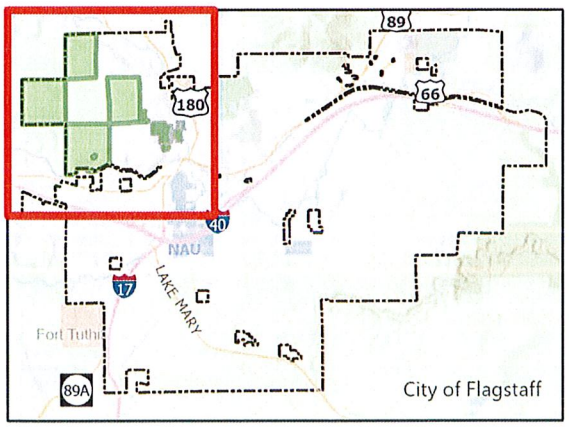
• Supplies:

Supplies provided by Open Space program. Weed bags = $200; Volunteer support (water, snacks) = $100. Total = $300

Total IN-KIND MATCH = $8,861
Total IN-KIND/CASH MATCH = $23,861
Total Project Cost = $223,565



Observatory Mesa Natural Area - Overview



Legend

City Boundary

Parks

- Observatory Mesa
- Thorpe Park

Invasive Plant Areas

- Carduus nutans
- Cirsium vulgare
- Convolvulus arvensis
- Linaria dalmatica
- Onopordum acanthium

7/28/2022

ATTACHMENT B
(Cover Sheet)

Detailed Project Plan – Subject to State Approval
(Include specific planned accomplishments, detailed project budget, and time line)

PROGRAM:
Arizona Department of Forestry and Fire Management - 2022 Invasive Plant Grant Program.

PROJECT TITLE:
Observatory Mesa Invasive Plant Prevention and Control.

FUNDING:
The total grant amount of $100,000 (BIL)
(See also grant IPG 22S-702 for additional invasive plant prevention and control work at Observatory Mesa).

PROJECT SCOPE:

What will be accomplished:
This project will support forest and woodland health through the prioritization of invasive plant prevention and control within the Observatory Mesa, Flagstaff, AZ focus area. This diverse location consists primarily of ponderosa pine overstory with small pockets of Gambel oak. Understory shrubs and grasses are diverse and support forest health. Observatory Mesa is an important component of the Flagstaff-area ecosystem. Several drainages and seeps join the Rio de Flag watershed, and the area is an important wildlife corridor that provides habitat for large mammals traveling between the San Francisco Peaks and Mogollon Rim. The City of Flagstaff recently completed an invasive weed survey that mapped Class A and B species from the Arizona State Noxious Weed List for 2,200 acres. This survey documented over 400 acres of invasive thistle and numerous acres of other invasive plant species. This project will target invasive plant prevention and control, and revegetation to maintain the forest health of the area. The project will focus on two adjoining locations Observatory Mesa (2,200 acres) and Thorpe Park (172.9 acres). This project will treat 372 infested acres for two years.

How it will be accomplished:
To utilize grant funds and in-kind cash match the City of Flagstaff will partner with a contractor to complete an invasive plant treatment (372 acres). The species to be treated include bull thistle, Scotch thistle, musk thistle, and field bindweed.

MAJOR PROJECT TASKS & COMPONENTS:

Planning:
Open Space Supervisor, Robert Wallace, will have the lead role in planning project components and will oversee the following:

- The production of a work plan for herbicide treatments in March of 2023 & 2024
- Work with the selected contractor to arrange pre/post treatment photos spring/fall of each season

- **Procurement/Contracting:**
  - Staff will work with the City of Flagstaff, Contract and Grant Administrative office to obtain the necessary approval for the grant agreement from the Flagstaff City Council, prepare a scope of work, and initiate a formal contract.
    - Programmatic Contact:
      Robert Wallace
      Open Space Supervisor
      Robert.wallace@flagstaffaz.gov
      928.213.2154
    - Fiscal Contact & Grant Administration Compliance:
      Stacey Brechler-Knaggs
      Grants and Contracts Manager
      Flagstaff City Hall
      211 West Aspen

Flagstaff, AZ 86001
sknaggs@flagstaffaz.gov
928.213.2227

- **Hiring:**
  - Staff will work with the City of Flagstaff, Contract and Grant Administrative office to follow city procurement guidelines and code to select the most qualified applicant for the project.

- **Fieldwork:**
  - The project will treat 372 infested acres for two years

- **Inspection:**
  - Short-term success will be determined by the completion of the project goals and objectives including expansion of treatments to previously untreated areas, expansion of the area surveyed for invasive weeds in partnership with stakeholders, and the number of acres treated,. Photo points will be established before treatment and repeated at the conclusion of the project to document the anticipated decrease in the presence of the targeted invasive species.
  - A yearly visual inspection and evaluation of treatments will occur at all project areas and will be recorded in the City's GIS database to direct further management. During future management efforts, the project area will be observed, and locations of weeds and approximate numbers will be recorded.
  - Treatment standards will work to achieve treatment of 90% of target species, 90% treatment success rate.
  - Milestones/accomplishments
    - 2023: treat 372 acres
    - 2024: treat 372 acres, and complete final report

- **Sustainability Plan:**
  - Monitoring and weed treatment will be needed at Observatory Mesa (OM) sites for many years. Grant partners and growing public interest in volunteer weeding will gradually diminish weed seedbanks in project areas
  - The Open Space section will manage Observatory Mesa in perpetuity, focusing on the highest priorities that can be achieved with annual funding appropriated for weed control
  - Open Space will continue to work with all stakeholders to build a long-lasting coalition with annual reminders for collaboration on weed maintenance for at least 4 years following grant completion

- **Reporting:**
  - Robert Wallace, Open Space Supervisor, will complete quarterly reports
  - The City of Flagstaff, Contract and Grant Administrative office will submit reimbursement requests and supporting documentation for completed work

- **Measurable Outcomes:**
  - Acres to be treated in 2023: 372 acres (treatment 1 of 2)
  - Acres to be treated in 2024: 372 acres (treatment 2 of 2)
  - Contribute $11,500 in match towards project completion.

PROJECT SCHEDULE:

Quarter	Project Components 2023
Q1 Jan. - March	1. Review invasive plant survey with the contractor and create a work plan for treatment 2. Submit quarterly financial and performance report
Q2 April - June	1. Determine locations for pre-treatment photos at a minimum of 4 fixed locations within focus area and take pictures (spring 2023) 2. Work with the contracted company to execute workplan a. Certified contractors will conduct herbicide treatments on identified sites 3. Submit quarterly financial and performance report
Q3 July - Sep.	1. Work with the contracted company to execute workplan 2. Submit quarterly financial and performance report
Q4 Oct. – Dec.	1. Take post-treatment photos at the 4 fixed locations in the treatment area 2. Conduct an inspection and evaluation of treatments and prepare report 3. Submit quarterly financial and performance report

Quarter	Project Components 2024
Q1 Jan - March	1. Review invasive plant survey and work plan with the contractor 2. Submit quarterly financial and performance report
Q2 April - June	1. Take pre-treatment photos at the 4 fixed locations within focus area (spring 2024) 2. Work with the contracted company to execute workplan 3. Submit quarterly financial and performance report
Q3 July – Sep.	1. Work with the contracted company to execute workplan 2. Submit quarterly financial and performance report
Q4 Oct. - Dec.	1. Work with the contracted company to execute workplan 2. Take post-treatment photos at the 4 fixed locations 3. Conduct an inspection and evaluation of treatments and prepare report 4. Evaluate project (Progress, pre- and post-treatment photos, a summary of challenges and successes experienced) 5. Financial and Programmatic Closeout Report 6. Closeout the grant

PROJECT BUDGET:

See attached Project Budget Worksheet.

Project: City of Flagstaff --- BIL funding w/ 10% match

Total Project Budget (by expense type)				
Budget Detail	**Grant Share** ($ Amount Requested)	**Match**		**TOTAL**
		Dollars	**In-Kind**	
Administrative Labor:	**$0**	**$0**	**$0**	**$ 0**
Project Labor:	**$0**	**$0**	**$0**	**$ 0**
Fringe Benefits:	**$0**	**$0**	**$0**	**$ 0**
Travel:	**$0**	**$0**	**$0**	**$ 0**
Equipment:	**$0**	**$0**	**$0**	**$ 0**
Supplies:	**$0**	**$0**	**$0**	**$ 0**
Contractual:	**$100,000**	**$11,500**	**$0**	**$111,500**
Other:	**$0**	**$0**	**$0**	**$ 0**
TOTAL:	**$100,000**	**$11,500**	**$ 0**	**$111,500**

Budget Narrative

Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.

Grant Share BIL (Reimbursement)
Contractual:
Chemical treatments for the project area. Cost approximately of $150/acre; chemical treatment will include 333.33 acres x $150 = $49,999.50 x 2 years = $99,999. Invasive plant infestations to be treated include: Cirsium vulgare (bull thistle) = 333.33 acres

Total grant share (contractual reimbursement) = $100,000

Project Match (DOLLARS)
Contractual:
Treatments for the project area. Cost approximately of $150/acre; treatment (chemical & manual) will include 38.33 acres x $150 = $5,749.50 x 2 years = $11,499.

Invasive plant infestations to be treated include:

- Onopordum acanthium (Scotch thistle) = 1.976 acres
- Cirsium vulgare (bull thistle) = 28.33 acres
- Carduus nutans (musk thistle) = 2.45 acres
- Convolvulus arvensis (field bindweed) = .042 acre
- Miscellaneous = 5.532 acres

Total acres: 38.33

Total Project Match (dollars) = $11,500 (10% of total project cost)

ATTACHMENT C
General Provisions

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

COMPLIANCE WITH ARIZONA EXECUTIVE ORDERS 75-5 and 2009-09

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the grant in accordance with all applicable Federal and State laws. Sub-grantee is subject to the OMB requirements and guidance in subparts A through F of 2 CFR 200 as adopted and supplemented by USDA in 2 CFR part 400.

CFR (Code of Federal Regulations) – http://www.ecfr.gov. If grantee needs assistance in obtaining any of these documents in electronic or printed form, please contact your Arizona State Forestry representative.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

FREEDOM OF INFORMATION ACT

Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefit that may arise there from, either directly or indirectly.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the noncancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

ARBITRATION

To the extent required by A.R.S. §12-1518, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

SUSPENSION OR DEBARMENT

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Subgrantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

Pursuant to Code of Federal Regulations 2 CFR part 180, grantees and sub grantees must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement sub-grantee agrees to comply with all relevant codes including 2 CFR part 180, subpart C, "Responsibilities of Participants Regarding

Transactions". When entering into a covered transaction with another person at the next lower tier, sub-grantee must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

(a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov

(b) Collecting a certification from that person

(c) Adding a clause or condition to the covered transaction with that person.

TITLE VI of CIVIL RIGHTS ACT of 1964

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and Sub-grantee will immediately take any measures necessary to effectuate this agreement.

UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov .

PUBLICATION REQUIREMENTS

A. ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management and U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, per 2 CFR 415.2.

B. NONDISCRIMINATION STATEMENT IN PUBLICATIONS. Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited basis apply to all programs.)

To file a complaint of discrimination, write USDA, director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 7205964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

C. COPYRIGHTS. No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub agreements or subcontracts. This

provision includes the copyright in any work developed by Sub-grantee under this agreement. And any right of copyright to which Sub-grantee purchases ownership with any federal contributions.

REPORTING OF SUBRECIPIENT EXECUTIVES

Unless exempt from this requirement of 2 CFR 170, Sub-grantee agrees to report the names and total compensation of each of the sub-grantee's five most highly compensated executives for the sub-grantee's preceding completed fiscal year if:

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

TRAFFICKING IN PERSONS.

Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), include provisions applicable to federal support recipients. By entering into this agreement, you agree to terms set forth in the primary award from the US Forest Service as documented below. This Agreement may be unilaterally terminated, without penalty, if a subrecipient is determined to have violated an applicable prohibition in this award term. (See 22 U.S.C. 7104 and 2 CFR175 for more details)

A. Provisions applicable to a Recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -

(i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-

a. Associated with performance under this award; or

b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

B. Provision applicable to a recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a subrecipient:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either-

   (i) Associated with performance under this award; or

   (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:

   (1) Implements section I06(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

   (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph A1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:

   (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

   (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":

   (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(2) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

DRUG-FREE WORKPLACE

Compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

Arizona State Forestry grants are based on reimbursement for *actual costs incurred*. Actual costs may vary slightly from the project plan budget, but must be used to calculate final reimbursement amounts. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment cannot be used as a match for any other State or federal cost-share programs. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval.

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated on the "Grant Reimbursement Form" (Attachment E2). By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the "Grant Reimbursement Form", the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantee's sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or that are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations to others are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- Capital Equipment costing $5,000 or more per unit cannot be included as reimbursable costs, but may be included as match with prior approval. State Forestry recommends renting equipment as needed.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible).
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantee's responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

REIMBURSABLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, canceled checks, signed receipts, or official payroll records. Examples include:

- **Labor (Administrative and Personnel)**- may include paid staff, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.
  - Administrative labor includes general project oversight, while personnel labor includes work done on the ground
  - All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. We must be able to determine, for each staff member, the hours contributed, the rate of pay, the work completed, and the total amount being requested.
  - The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. **Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.**
  - Required documentation should include some combination of: payment receipts, timesheets, payroll records (paystubs), job sheets, canceled checks, or signed letters detailing paid staff time, dates, and services or work provided.
- **Contracted Services** – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.
  - Required documentation will include original invoices with sufficient detail of work performed, dates of work performed, and proof of payment, such as canceled checks or credit card receipts.
- **Supplies** - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.
  - Required documentation should include proof of purchase via payment receipts, canceled checks, or official accounting records detailing expenses and goods and service provided. Original quotes or incomplete invoices are not sufficient.
- **Travel** - may include mileage reimbursement
  - Documentation should include mileage logs with beginning and ending odometer readings and reference the grant project number.
- **Equipment** - may include the cost of renting equipment, fuel, operational costs or repairs at an accepted rate
  - Documentation should include invoices and proof of payment, receipts, or equipment logs.
  - If using FEMA or negotiated CFRA rates, the non-emergency rate (½ of negotiated rate) must be used.
  - Take into consideration that if the rate provided is a "Wet Rate," it already includes fuel and maintenance for the equipment.
- **Other**
  - Other costs as necessary must include proper support documentation demonstrating that the Sub-grantee has incurred the costs.
  - Indirect Costs – Agreed upon indirect costs can be included for reimbursement. No more than 10% of the indirect costs may come from the grant share.
    - Indirect costs may cover general operating expenses such as those negotiated at the time of the grant agreement and other overhead costs; therefore supporting documentation is not required, but detailed specifics about what is covered under the indirect cost must be included in the detailed project plan budget narrative.
    - If Sub-grantee has a Negotiated Indirect Cost Rate Agreement (NICRA), State Forestry must receive this agreement before the rate can be used in the project budget. If the NICRA is greater than 10%, anything above this is allowable as match only.
    - De Minimis: If no NICRA rate is available, Sub-grantee can include the 10% de minimis cost rate to cover other general operating expenses.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – Grants may require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of dollars expended and/or in-kind contributions used toward the project. The Sub-grantee share (match) cannot be used as a match for any other cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant funded program or project and must meet the approved Cost Principles.

Matching investments will not be directly reimbursed.

Examples of possible match include:

- **Hard Dollars** - Matching investment can include actual costs incurred as documented above.
  - A hard dollar match includes anything directly purchased for the grant work with costs incurred by the grantee where money has changed hands, including time spent by employees on grant related activities. Time spent by employees on eligible project activities must include the same documentation as listed above for the Labor category for grant share.
  - Required documentation will include payment receipts, canceled checks, or official accounting records detailing expenses and related goods and service provided. Physical cash transactions are unallowable with DFFM grants.

- **In-kind Contributions** - includes the use of the sub-grantees's or their partners' on-hand supplies, use of third party donations of supplies or equipment, or the value of professional services provided at the professional rate.
  - Use of in-kind contribution of goods or services from another business or organization may be counted as in-kind match with proper documentation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party, if necessary. Use of donated equipment shall consist of signed time logs, detailing day(s) or hours of use, accepted rate, and project specific function.

- **Volunteer** - Volunteer labor hours shall conform to documented standard operating procedures for the Sub-grantee organization with established pay rates.
  - Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer sign in sheets must include a supervisor's signature. Volunteer timesheets should be filled out and signed on the day work was completed.
  - Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding $20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization, but will still require accurate timesheets.

Quarterly Performance Report

GRANT INFORMATION:

Grant Number:		**Grant Award $:**	
Project Name:		**Award End Date:**	
Organization:			
County:		**DFFM District:**	

REPORT INFORMATION:

Calendar Year:		**Calendar Quarter Q1** (Jan-Mar), **Q2, Q3, Q4**:	
Name of person completing report:			
Submittal Date:			

PROJECT OBJECTIVES ACCOMPLISHED: (During this quarterly reporting period, what progress has been made toward meeting the project objectives stated in the Project Plan? Provide quarterly and cumulative numbers for key criteria, such as acres completed, trees planted, educational programs delivered, etc.)

PLANNED OVERALL		ACTUAL				
Project Objectives	**Total Project Goal**	**Previously Reported**	+	**Current Quarter**	=	**Cumulative Total**

Program-Specific Reportables (if applicable)

1				
2				
3				
4				
5				

Is this Project On Track? (Yes / No)

Use the following sections to describe activities for this quarter and for the overall project status.

Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items. (Please list any additional items in the narrative to assure they are recorded.)

Quarterly Performance Report

NARRATIVE REPORT / THIS QUARTER: **What progress has been made THIS QUARTER in accomplishing the project objectives?** Describe activities for the quarter to support the status reported in the tables above. Include comments regarding accomplishments for employees, contractors, and volunteers; and describe the status of planning or purchasing activity if applicable. *(MAX: 1400 Characters – attach additional materials if needed)*

NARRATIVE REPORT / OVERALL PROJECT: **What is the success in meeting the OVERALL measurement criteria identified in the Project Plan?** Describe the overall project status to support the numbers listed in the tables above. What major milestones have been achieved and what are the next major activities planned? If the project is not on track or goals are not being met, please provide an explanation. If there are any factors that have, or will have, a significant impact on the successful project completion, provide details and explain the actions being taken or assistance that may be needed. *(MAX: 1400 Characters – attach additional materials if needed)*

Arizona Department of Forestry and Fire Management

Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number:

Organization Name: **Match %:** - Select % -

Total Grant Amount: **Total Match Required:**

Grant Expiration/End Date: (Grant $ + Match $ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):

	Reimbursable Costs	Match	Total
			$0.00

This Reimbursement Period: (Period Start / End dates)

Item	Reimbursable Costs	Match	Total
Administration			$0.00
Personnel			$0.00
Contracted Services			$0.00
Supplies			$0.00
			$0.00
			$0.00
			$0.00
Volunteer time	N/A		$0.00
In-Kind Contributions	N/A		$0.00
Total:	$0.00	$0.00	$0.00

FOR DFFM USE ONLY

Cumulative Project Totals (This period request added to all previous reimbursement requests):

Reimbursable Costs	Match	Total
$0.00	$0.00	$0.00

*As long as the Cumulative MATCH meets the required amount, this Reimbursement Period's REIMBURSABLE amount should qualify for payment (provided all items are properly documented and all other requirements are met.)

Authorized Signature *Title* *Date*

SIGNATURE LINE STATEMENT (Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
City of Flagstaff	IPG ~~BIL~~ 22-701

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) WDS 4-17-23

Greg Clifton, City Manager

SIGNATURE	DATE
Greg Clifton 2023.03.21 17:26:29 -07'00'	3/21/2023

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person, ""primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

USDA, Forest Service

OMB 0596-0217
FS 1500-35

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 4 CFR Part 418 Appendix A, Certification Regarding Lobbying. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Forest Service determines to award the covered transaction, grant, or cooperative agreement.

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying.' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

SIGNATURE		
APPLICANT'S SIGNATURE (BY) Digitally signed by Greg Clifton Date: 2023.04.10 15:54:57 -07'00'	TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY **City Manager**	DATE SIGNED *(MM-DD-YYYY)* **4/10/2023**

Revised 11-25-2013

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 9 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Arizona Department of Forestry and Fire Management
Grant Agreement No. IPG 22S-702
Invasive Plant Grant Program

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona Department of Forestry and Fire Management ("State Forestry" or "State") and ("Sub-grantee"), **City of Flagstaff (UEI #XMMUMPKTLVQ3),** pursuant to authorities granted under Arizona Revised Statute 37-1302.

I. PURPOSE OF AGREEMENT

State Forestry is the recipient of funds provided by the State of Arizona for the purpose of hazardous vegetation mitigation projects within the State of Arizona.

The objective of this funding is to assist communities, which have been identified as having wildfire hazard potential, with fire prevention, critical infrastructure protection, and forest and watershed restoration. This agreement is a sub-award of these State funds.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **December 31, 2024** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **90%** of the total cost of this program.
A contribution by the Sub-grantee for an additional **Cost Share Match of 10%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (State Forestry grant portion) **shall not exceed $97,000.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of State funds. Reimbursement payments will be made to the Sub-grantee normally within ninety days after receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program for actual costs incurred on project work. Support documentation must show dates and amounts of all expenses (See Attachment D).

Reimbursement for purchase of Capital Equipment (equipment costing more than $5,000 per unit price) is **NOT allowed** under this agreement. Capital Equipment may only be used as match with prior approval from State Forestry.

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. The Sub-grantee shall, upon request of the State, participate with State personnel in performing interim and/or final inspections.

IX. PROCUREMENT REQUIREMENTS

The Sub-Grantee shall comply with all applicable provisions of State laws and regulations in regard to procurement of goods and services, and to contracts for repair or restoration of public facilities.

The Sub-grantee shall not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work. The Sub-grantee will not enter into contracts for which payment is contingent upon receipt of State funds. Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement activities that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Quarterly performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports (quarterly and final reporting) will contain information on the following: (1) A comparison of actual accomplishments to the goals established for the period and for the entire program or project, (2) Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar

activities. A computation of cost per unit of output may be required where applicable, (3) Reason(s) for delay if established goals were not met. (4) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. (5) Before and after pictures (required for final report and optional for quarterly reporting). (6) Mapping in the form of a pdf/paper map and matching shapefiles (if required for final reporting; see Section XI below).

Financial/Reimbursement requests may be submitted as often as monthly. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry. Reimbursement requests submitted with documentation (grant share or match) that is older than 6 months will not be accepted without prior approval.

Cumulative match share must accrue proportionally with reimbursable costs. Each reimbursement request must have the minimum required match share included and documented (minimum cumulative match must reflect equal proportion to the cumulative total amount). It is allowed to document match over the required match share in each reimbursement request and to use this towards the total grant match requirement.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after the end of the grant term. Final financial reimbursement may be held until all accomplishment reporting is complete and submitted to State Forestry.

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XIII (PRINCIPLE CONTACTS).

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

XI. MAPPING (CHECK ONE) __X__ Required _____ Not Required

Project Center Coordinates (in Decimal Degrees):

Latitude (y-coordinates) 33.53157 Longitude (x-coordinates) -111.66895

Center coordinates are required for all projects, regardless of mapping requirements. If the project requires a mapping component, both a 1-page PDF map and matching GIS (Geographic Information System) polygon data are required prior to project start date and at the time of final accomplishment report submission. Data files (Shapefiles, File Geodatabase, or KML polygons) created using GIS applications, must be submitted showing treatment/project area(s) and their name(s) or parcel number(s). GIS acres must match projected and actual treatment acres.

XII. COMPLIANCE AND PERMITS

Grantee agrees that it is responsible for acquiring all permits required by applicable federal, state, and local jurisdictions, prior to treatment. Grantee also agrees that is responsible for adherence to all applicable statutes, regulations, ordinances, and codes promulgated by applicable federal, state, and local jurisdictions, including but not limited to environmental regulations concerning the presence, existence, discharge, emission, or removal of any substances such as by-products, wastes, pollutants, and hazardous and toxic materials.

XIII. PRINCIPAL CONTACTS

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-grantee Contact (Field Operations):

Robert Wallace
Open Space Supervisor
3200 W. Route 66, Building 6
Flagstaff, AZ 86001
928-213-2154
robert.wallace@flagstaffaz.gov

Secondary Sub-grantee Contact (Grant and Financial Administration):

Stacey Brechler-Knaggs
Grants, Contracts and Emergency Management Director
211 W. Aspen Ave.
Flagstaff, AZ 86001
928-213-2227
sknaggs@flagstaffaz.gov

Principal Arizona State Forestry Contact:

Willie Sommers
Invasive Plant Program Coordinator
1110 W. Washington, Suite 500
Phoenix, AZ 85007
602-319-6818
wsommers@dffm.az.gov

XIV. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person, sent by electronic mail, or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

STATE FORESTRY	**SUB-GRANTEE**
John Richardson Assistant State Forester for Forestry Programs Arizona Department of Forestry and Fire Management 1110 W. Washington, Suite 500 Phoenix, AZ 85007 602-771-1420 jrichardson@dffm.az.gov	Greg Clifton City Manager 211 W. Aspen Ave. Flagstaff, AZ 86001 928-213-2053 greg.clifton@flagstaffaz.gov

XV. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XVI. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

XVII. ATTACHMENTS

The following Attachments are part of this Agreement:

- **A.** Project Application
- **B.** Detailed Project Plan
- **C.** General Provisions
- **D.** Documentation of Expenses
- **E.** Quarterly Report and Reimbursement Forms

XVIII. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

STATE FORESTRY	**ACCEPTED BY SUB-GRANTEE**
Arizona Department of Forestry and Fire Management 1110 W. Washington, Suite 500 Phoenix, AZ 85007	City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001

Tw A Tw
Signature

Thomas A Torres
Print or Type Name

Arizona State Forester

Date: 3-6-23

Signature

John Richardson
Print or Type Name

Assistant State Forester for Forestry Programs

Date: 3/6/2023

Greg Clifton 2023.02.23 12:08:22 -07'00'
Signature

Greg Clifton
Print or Type Name

City Manager
Title

Date:

Attest:

Stacy Fobar for
Digitally signed by Stacy Fobar for
DN: cn=Stacy Fobar for, o=City of Flagstaff, ou=City Clerk's Office, email=stacy.fobar@flagstaffaz.gov, c=US
Date: 2023.02.23 11:39:59 -07'00'
City Clerk

Approved As To Form:

Kevin Fincel
Digitally signed by Kevin Fincel
DN: cn=Kevin Fincel, o=City of Flagstaff, ou=City Attorney's Office, email=kfincel@Flagstaffaz.gov, c=US
Date: 2023.02.22 08:21:44 -07'00'
City Attorney

ATTACHMENT A

Project Application
(Cover Sheet)

Observatory Mesa Invasive Plant Prevention and Control

Profile : sknaggs@flagstaffaz.gov

1. Application/Project Title (100 character max) : Observatory Mesa Invasive Plant Prevention and Control

2. Organization Name (100 character max) : City of Flagstaff (COF), Open Space program

3. Project Lead (100 characters max) : Robert Wallace

4. Program/Project Congressional District (check all that apply) :

1

5. Program/Project Legislative District (check all that apply) :

6

6. Target Species (100 character max) : Scotch thistle, bull thistle, musk thistle, diffuse knapweed, field bindweed.

7. Acres to be Treated (Number) : 458

8. Treatment polygon (Yes/No) : Yes

9. Match Contribution (Number) : 11

10. Grant Theme (0 -10 points, 1,000 character max) : This project will support the forests and woodlands grant theme through the prioritization of invasive plant prevention and control within a northern Arizona ponderosa pine forest. The Observatory Mesa focus area is a diverse location that consists primarily of ponderosa pine overstory with small pockets of Gambel oak. Understory shrubs and grasses are diverse and support forest health. Observatory Mesa is an important component of the Flagstaff-area ecosystem. Several drainages and seeps join the Rio de Flag watershed. It is located within an important wildlife corridor that provides habitat for large mammals traveling between the San Francisco Peaks and Mogollon Rim. The City of Flagstaff initiated an invasive weed survey during the summer of 2021, that mapped Class A and B species from the Arizona State Noxious Weed List for 2,200 acres. This survey will guide work for invasive plant prevention and control, and revegetation to maintain ponderosa pine forest health.

11. Project Overview and Area Description (0-15 points, 1,500 character max) : The Observatory Mesa project location is a 2,373-acre area. The property is bound on the northern, eastern, and southern boundaries by private development (primarily single-family homes), with Forest Service property immediately adjacent on the western property boundary, and a centrally owned section. The project consists of 2 sites in the City of Flagstaff (COF). ~92% (2,200 acres) COF natural open space & 8% (172.9 acres) Thorpe Park. NEED. Seedbanks of bull and musk thistle are extensive. Scotch thistle and diffuse knapweed are increasing. The three main invasive plant species for focus are musk, bull, and Scotch thistle. These thistles are considered invasive and typically grow in disturbed areas, create dense monocultures, and are prolific seed producers. These species severely inhibit the growth of native species. Given their biannual growth pattern, it is necessary to treat the plants for at least two years in a row, and it's beneficial to reseed. The City of Flagstaff has been utilizing volunteers to manually control localized weed populations. An invasive weed survey was completed in 2021 that mapped Class A and B species from the Arizona State Noxious Weed List. Invasive weed populations were determined to be more extensive than previously known. The spreading populations threaten the continued health and biodiversity of the forest. Additional efforts are required to keep invasives in check.

12. Project Goals and Objectives (0-10 points,1,000 character max) : Goals: • Manage vegetation by maintaining & encouraging desirable native species, restoration, & controlling invasive species • Maintain & develop partnerships for resource management, stewardship, and conservation Objectives: • Maintain treatment to gain

ground against seedbanks & expand work to previously untreated areas • Chemically treat ~453 acres/yr. Mechanically treat ~5 acres/yr. at Thorpe Park. Total 458 acres • Seed total 31.5 acres • Meet with partners (Coconino National Forest, Lowell Observatory, COF Parks) to discuss future management strategies • Expand awareness through events, Invasive Weed Workshops, website, print & social media • Expand recruitment of volunteers for monitoring & weeding • Expand and deepen partnerships with stakeholders Costs: • Chemical treatments - max of $150/acre; Seeding - $2,000 - $3,000/acre; Manual treatments $500/acre (or $29.95/hr. federal volunteer rate)

13. Scope of Work (0-15 points, 2,000 character max) : Work Performed & Who will Implement Grant This collaborative proposal fosters a unified weed control effort with the City of Flagstaff (COF), Coconino National Forest (CNF), & Lowell Observatory (LO) • Robert Wallace, COF Open Space (OS), will manage the grant • COF Parks staff will continue weed mitigation in Thorpe Park • OS will carry out volunteer events • OS will work with partners to develop a strategy for managing adjacent land • OS will partner with the Arboretum to host educational events • OS will expand public awareness through events, 2 invasive weed workshops, website, print & social media • OS will recruit volunteers for monitoring & weeding • Arizona Native Plant Society, the Friends of the Rio de Flag, & the Open Space Stewards program will continue to assist in recruiting volunteers Control Methods Herbicide Treatments • Grant funds will be used for herbicide treatments and seeding. Contract with a licensed herbicide applicator/vegetation specialist • Cash match will treat weeds in the project area, treatment of ~50 acres. $15,000 (cash match) Mechanical Treatments • Volunteers (in-kind match), coordinated by the Open Space program, will monitor and pull invasive plants in the project area (50 hrs./year at $29.95/hr. federal rate = $1,497.50 x 2 = $2,995). • Parks staff will provide weed mitigation for Thorpe Park ~40 hr./year at $1,500 x 2 years = $3,000 (in-kind staff time). Seeding • COF will use grant funds to seed native grasses in weedy areas that lack vegetation in Observatory Mesa and Thorpe Park Inventory, Mapping and Monitoring • A property survey for Observatory Mesa was completed in 2021. OS will collaborate with land managers to determine partner strategies for LO & CNF, a total of 1,255 acres Environmental Clearances • State Historic Preservation Office clearance required for groundbreaking activities (seeding) Education and Outreach • OS will partner to host an invasive weed workshop once a year for 2 years.

14. Project Timeline (0-10 points, 1,000 character max) : • 2-year project, Mar 2023 - Dec 2024 • Treatment timing weather dependent, typical dates for Flagstaff provided • Plan for seeding, herbicide & mechanical treatments in March of 2023 & 2024 • Meet with stakeholders to determine partner strategies for neighboring lands, Spring 2023 • Pre/post treatment photos spring/fall of each season • Invasive Weed Workshop July 2023 & 2024 • Herbicide treatments will occur May-Aug in 2023 & completed by June in 2024 to accommodate seeding • Hand pulling will occur May-Aug for 2023, & 2024 • Soil prep for seeding will occur Apr-Nov (all in 2024) • Seeding will occur June-Nov (all in 2024) • Reports completed quarterly • Milestones/accomplishments o 2023: treat 458 acres & collaborate with partners to determine management strategies for neighboring property o 2024: treat 458 acres, prepare and seed 31.5 acres, create management strategies for project sustainability, & complete final report

15. Collaborative Elements & Partners (0-10 points, 1,000 character max) : • COF Open Space & Parks will collaborate to implement the grant. Unsurveyed areas will be inventoried & a strategy developed for treating the additional land to prevent spread between boundaries. • Robert Wallace, COF Open Space Specialist, will manage the grant. • COF Parks staff will continue weed mitigation throughout Thorpe Park proper, including weed surveying/monitoring & manual weed control. • Volunteer weed pull events will be hosted to address unmanaged locations in Thorpe. • Open Space (OS) will collaborate with land managers from Lowell Observatory & Coconino National Forest to develop a partnership & strategy for weed mitigation on neighboring property, total 1,255 acres. • OS will partner with The Arboretum at Flagstaff to host two Invasive Weed Workshops. • The nonprofit Arizona Native Plant Society, the Friends of the Rio de Flag, & the Open Space Stewards program will continue to assist COF in recruiting volunteers for manual treatments.

16. Evaluation Plan (0-10 points, 1,000 character max) : Short-term success will be determined by the completion of the project goals and objectives including expansion of treatments to previously untreated areas, expansion of the area surveyed for invasive weeds in partnership with stakeholders, the number of acres treated, number of acres seeded, number of volunteer hours, & in-kind volunteer/cash match. Photo points will be established before treatment and repeated at the conclusion of the project to document the anticipated decrease in the density of the targeted invasive species. Yearly visual inspection and evaluation of treatments, including seeding, will occur at all project areas and will be recorded in the City's GIS database to direct further management. During future management efforts, the project area will be observed and locations of weeds and approximate numbers will be recorded. Standards to achieve will include treatment of 90% of target species, 90% treatment success rate, and organic herbicide for Thorpe Park.

17. Sustainability Plan (0-10 points, 1,000 character max) : • Monitoring and weed treatment will be needed at Observatory Mesa (OM) and Thorpe Park sites for many years. Grant partners + growing public interest in volunteer weeding will gradually diminish weed seedbanks in project areas. • Open Space will manage OM in perpetuity, focusing on the highest priorities that can be achieved within annual funding. • Parks will continue to monitor and treat weeds within Thorpe Park and will complete all that can be achieved within annual funding. • Open Space will post community reminders for volunteer weed events on their social media. • Open Space will continue to work with all stakeholders to build a long-lasting coalition with annual reminders for collaboration on weed maintenance for at least 4 years following grant completion.

Upload Budget Form (0- 5 points) : 2022_IPG Budget_Observatory Mesa Invasive Control.pdf

Upload Project Overview Map (0- 5 points) : Overview Map_Observatory Mesa Invasive Plant Prevention and Control.pdf

Letters of Support (optional) : Letters of Support_ Observatory Mesa Invasive Plant Control Project.pdf

Upload Project Shape Files (optional) :

Average Score :

# of Reviews : 0

# of Denials : 0

Created by : zengine+34759@srm.ecivis.com

Record ID # : 40085031

Last change : 2022-07-28T23:04:33+0000

Project: Observatory Mesa Invasive Plant Control

Total Project Budget (by expense type)				
Budget Detail	**Grant Share** ($ Amount Requested)	**Match**		**TOTAL**
		Dollars	**In-Kind**	
Administrative Labor:	**$0**	**$0**	**$2,566**	**$2,566**
Project Labor:	**$0**	**$0**	**$5,995**	**$5,995**
Fringe Benefits:	**$0**	**$0**	**$0**	**$ 0**
Travel:	**$0**	**$0**	**$0**	**$ 0**
Equipment:	**$0**	**$0**	**$0**	**$ 0**
Supplies:	**$0**	**$0**	**$300**	**$ 300**
Contractual:	**$199,705**	**$15,000**	**$0**	**$214,705**
Other:	**$0**	**$0**	**$0**	**$ 0**
TOTAL:	**$199,705**	**$15,000**	**$8,861**	**$223,566**

Budget Narrative

Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.

Grant Share:

• Contractual:

Chemical treatments for the project area. Cost max of $150/acre; chemical treatment will include 403.18 acres x $150 = $60,477 x 2 years = $120,954. Invasive plant infestations to be treated include: Cirsium vulgare (bull thistle) = 403.18 acres.

Seeding for project area will include soil preparation, seed mix, seeding, erosion blankets/mulch. Cost $2,000-3,000/acre; seeding will include ~31.5 acres x $2,500/acre = $78,750

Seeding areas include:

- Onopordum acanthium (Scotch thistle) = 1.976 acres
- Cirsium vulgare (bull thistle) = 20 acres
- Carduus nutans (musk thistle) = 2.45 acres
- Centaurea diffusa (diffuse knapweed) = 2 acres
- Convolvulus arvensis (field bindweed) .042 acre
- Miscellaneous species in project area = 5 acres

Total grant share contractual = $199,705

Budget Narrative - Continued

Use this additional space to provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.

Match (DOLLARS):

• Contractual:
Treatments for the project area. Cost max of $150/acre; treatment (chemical & manual) will include 50 acres x $150 = $7,500 x 2 years = $15,000

Invasive plant infestations to be treated include:

- Onopordum acanthium (Scotch thistle) = 1.976 acres
- Cirsium vulgare (bull thistle) = 40 acres
- Carduus nutans (musk thistle) = 2.45 acres
- Convolvulus arvensis (field bindweed) = .042 acre
- Miscellaneous = 5.532 acres

Total acres: 50

Total cash dollar match for contractual = $15,000 (cash match)

Match (IN-KIND):

• Administrative Labor:
Staff time for grant, partner, & volunteer coordination; full burden rate: $42.76/hr. x 30 hr. = $1,282.80 x 2 years = Total $2,565.60 (in-kind staff time).

• Project Labor:
Mechanical treatment – Parks staff will provide weed mitigation for Thorpe Park ~40 hr./year at $1,500 x 2 years = $3,000 (in-kind staff time). Total = $3,000

Mechanical treatment – Volunteers will remove Centaurea diffusa (diffuse knapweed) from 5 acres at Thorpe Park, and miscellaneous locations. $29.95/hr. federal volunteer rate x 50 hr/yr x 2 years = $2,995 (in-kind volunteer time). Total = $ 2,995

• Supplies:
Supplies provided by Open Space program. Weed bags = $200; Volunteer support (water, snacks) = $100. Total = $300

Total IN-KIND MATCH = $8,861
Total IN-KIND/CASH MATCH = $23,861
Total Project Cost = $223,565

ATTACHMENT B
(Cover Sheet)

Detailed Project Plan – Subject to State Approval
(Include specific planned accomplishments, detailed project budget, and time line)

PROGRAM:
Arizona Department of Forestry and Fire Management - 2022 Invasive Plant Grant Program.

PROJECT TITLE:
Observatory Mesa Invasive Plant Prevention and Control

FUNDING:
The total grant amount of $97,000 (State)
(See also grant IPG 22-701 for additional invasive plant prevention and control work at Observatory Mesa)

PROJECT SCOPE:

What will be accomplished:
This project will support forest and woodland health through the prioritization of invasive plant prevention and control within the Observatory Mesa, Flagstaff, AZ focus area. This diverse location consists primarily of ponderosa pine overstory with small pockets of Gambel oak. Understory shrubs and grasses are diverse and support forest health. Observatory Mesa is an important component of the Flagstaff-area ecosystem. Several drainages and seeps join the Rio de Flag watershed, and the area is an important wildlife corridor that provides habitat for large mammals traveling between the San Francisco Peaks and Mogollon Rim. The City of Flagstaff recently completed an invasive weed survey that mapped Class A and B species from the Arizona State Noxious Weed List for 2,200 acres. This survey documented over 400 acres of invasive thistle and numerous acres of other invasive plant species. This project will target invasive plant prevention and control, and revegetation to maintain the forest health of the area. The project will focus on two adjoining locations Observatory Mesa (2,200 acres) and Thorpe Park (172.9 acres). This project will treat 74 infested acres for two years. Following the two-year treatment, 31 acres will be seeded with native species including Blue Grama, Bottlebrush Squirreltail, Arizona Fescue, Slender Wheatgrass, Muttongrass, and Spike Muhly. This part of the project will include soil preparation, seed mix formulation, seeding, and erosion control.

This project will also accomplish educational objectives. It will initiate partner meetings (Coconino National Forest, Lowell Observatory, COF Parks) to discuss future management strategies for the area with the intent of expanding invasive plant awareness and treatment areas. The project will expand the recruitment of volunteers for monitoring & weeding to complete the project and to help maintain the area moving forward. Project leads will partner to host an invasive weed workshop once a year for two years. Through the invasive weed workshops, events, website, print, and social media awareness of invasive weed issues and community solutions will be expanded.

How it will be accomplished:
This project will be accomplished through multiple means over the two-year project. To utilize grant funds and in-kind cash match the City of Flagstaff will partner with a contractor to complete bull thistle treatment (69 acres). The city will also work with a contractor to complete the seeding of 31 acres. In-kind match will provide administrative support for grant, partner, and volunteer coordination. Parks staff will also provide in-kind weed mitigation for Thorpe Park. Volunteers will be recruited and coordinated to remove invasive plants such as Scotch thistle, Bull thistle, and Diffuse knapweed from Thorpe Park.

MAJOR PROJECT TASKS & COMPONENTS:

Planning:
Open Space Supervisor, Robert Wallace, will have the lead role in planning project components and will oversee the following:

- The production of a work plan for herbicide and manual treatments in March of 2023 & 2024
- The production of a work plan for seeding 2024
- Meet with stakeholders to determine partner strategies for neighboring lands, Spring 2023
- Work with the selected contractor to arrange pre/post treatment photos spring/fall of each season

- Volunteer recruitment for monitoring & weeding
- Coordinate volunteers and partners to hold an educational Invasive Weed Workshop July 2023 & 2024
- Herbicide treatments and seeding work
- Volunteer coordination for community weed pulls

- **Procurement/Contracting:**
  - Staff will work with the City of Flagstaff, Contract and Grant Administrative office to obtain the necessary approval for the grant agreement from the Flagstaff City Council, prepare a scope of work, and initiate a formal contract.
    - Programmatic Contact:
      Robert Wallace
      Open Space Supervisor
      Robert.wallace@flagstaffaz.gov
      928.213.2154
    - Fiscal Contact & Grant Administration Compliance:
      Stacey Brechler-Knaggs
      Grants and Contracts Manager
      Flagstaff City Hall
      211 West Aspen
      Flagstaff, AZ 86001
      sknaggs@flagstaffaz.gov
      928.213.2227

- **Hiring:**
  - Staff will work with the City of Flagstaff, Contract and Grant Administrative office to follow city procurement guidelines and code to select the most qualified applicant for the project.

- **Outreach:**
  - Arizona Native Plant Society, the Friends of the Rio de Flag, and the Open Space Stewards program will assist in recruiting volunteers
  - The Open Space section will expand public awareness by holding two invasive weed workshops
  - The Open Space section will use its website, print, and social media to expand awareness of invasive weeds

- **Fieldwork:**
  - Fieldwork will include controlling invasive species and encouraging desirable native species
  - The project will treat 69 infested acres for two years
  - Chemically treat ~69 acres/yr. Manually treat ~5 acres/yr. at Thorpe Park. Total 74 acres
  - City of Flagstaff Parks staff will provide weed mitigation in Thorpe Park
  - The Open Space section will organize and coordinate volunteer events to mitigate weeds and enhance native vegetation
  - Following the two-year treatment, 31 acres will be seeded. This will include soil preparation, seed mix formulation, seeding, and erosion control

- **Partner Collaboration:**
  - The Open Space Section will work with partners to develop a strategy for managing adjacent land. This will include meeting with partners (Coconino National Forest, Lowell Observatory, COF Parks) to discuss future management strategies

- **Inspection:**
  - Short-term success will be determined by the completion of the project goals and objectives including expansion of treatments to previously untreated areas, expansion of the area surveyed for invasive weeds in partnership with stakeholders, the number of acres treated, the number of acres seeded, the number of volunteer hours, & in-kind volunteer/cash match. Photo points will be established before treatment and repeated at the conclusion of the project to document the anticipated decrease in the presence of the targeted invasive species.
  - A yearly visual inspection and evaluation of treatments, including seeding, will occur at project areas and will be recorded in the City's GIS database to direct further management. During future management efforts, the project area will be observed, and locations of weeds and approximate numbers will be recorded.
  - Treatment standards will work to achieve treatment of 90% of target species, 90% treatment success rate, and will use an organic herbicide (Cheetah Pro, https://nufarm.com/usturf/product/cheetahpro/) for Thorpe Park.
  - Milestones/accomplishments
    - 2023: treat 74 acres & collaborate with partners to determine management strategies for neighboring property
    - 2024: treat 74 acres, prepare and seed 31 acres, and complete final report

- **Sustainability Plan:**
  - Monitoring and weed treatment will be needed at Observatory Mesa (OM) and Thorpe Park sites for many years. Grant partners and growing public interest in volunteer weeding will gradually diminish weed seedbanks in project areas
  - The Open Space section will manage Observatory Mesa in perpetuity, focusing on the highest priorities that can be achieved with annual funding appropriated for weed control
  - Parks will continue to monitor and treat weeds within Thorpe Park and will complete all that can be achieved with annual funding appropriated for weed control
  - Open Space will continue to work with all stakeholders to build a long-lasting coalition with annual reminders for collaboration on weed maintenance for at least 4 years following grant completion

- **Reporting:**
  - Robert Wallace, Open Space Supervisor, will complete quarterly reports
  - The City of Flagstaff, Contract and Grant Administrative office will submit reimbursement requests and supporting documentation for completed work

- **Measurable Outcomes:**
  - Acres to be treated in 2023: 74 acres (treatment 1 of 2)
  - Acres to be treated in 2024: 74 acres (treatment 2 of 2)
  - Acres to be seeded in 2024: 31 acres
  - Meet with partners Coconino National Forest, Lowell Observatory, COF Parks to discuss invasive weed management strategies
  - Complete two Invasive Weed Workshops (July 2023 and 2024)
  - Contribute $11,260 in match towards project completion.

PROJECT SCHEDULE:

Quarter	Project Components 2022
Q4 October – December	1. Draft scope of work and contract 2. Draft a match tracking sheet 3. Request a bid following the City's guidelines for the procurement of contractual services 4. Work with a City Purchasing Buyer regarding procurement matters and the completion of a service contract with a selected contractor 5. Submit project for state review to gain clearance required for groundbreaking activity 6. Submit quarterly financial and performance report

Quarter	Project Components 2023
Q1 Jan. - March	1. Review invasive plant survey with the contractor and create a work plan for treatment 2. Create a work plan for volunteers a. Recruit participants, advertise to public, schedule events, and implement invasive weed pulls 3. Send out communication update to partners 4. Submit quarterly financial and performance report
Q2 April - June	1. Determine locations for pre-treatment photos at a minimum of 4 fixed locations within focus area and take pictures (spring 2023) 2. Work with the contracted company to execute workplan a. Certified contractors will conduct herbicide treatments on identified sites 3. Work with volunteers to execute in-kind workplan schedule to conduct manual weed pull events in target areas and record and submit time 4. Use website, print, and social media to expand awareness of invasive weeds 5. Plan invasive weed workshop 6. Meet with Parks staff regarding Thorpe Park invasive weed management 7. Meet with partners to determine partner strategies for neighboring lands 8. Submit quarterly financial and performance report
Q3 July - Sep.	1. Work with the contracted company to execute workplan 2. Work with volunteers to execute in-kind workplan 3. Use website, print, and social media to expand awareness of invasive weeds 4. Coordinate invasive weed workshop 5. Meet with Parks staff regarding Thorpe Park invasive weed management 6. Submit quarterly financial and performance report
Q4 Oct. – Dec.	1. Take post-treatment photos at the 4 fixed locations in the treatment area 2. Conduct an inspection and evaluation of treatments and prepare report 3. Send out communication update to partners. 4. Submit quarterly financial and performance report

Quarter	Project Components 2024
Q1 Jan - March	1. Send out communication update to partners. 2. Review invasive plant survey with the contractor and create a work plan for seeding 3. Submit quarterly financial and performance report

Q2 April - June	1. Take pre-treatment photos at the 4 fixed locations within focus area (spring 2024) 2. Work with the contracted company to execute workplan 3. Work with volunteers to execute in-kind workplan 4. Use website, print, and social media to expand awareness of invasive weeds 5. Plan an invasive weed workshop 6. Meet with Parks staff regarding Thorpe Park invasive weed management 7. Submit quarterly financial and performance report
Q3 July - Sep.	1. Work with the contracted company to execute workplan 2. Work with volunteers to execute in-kind workplan 3. Use website, print, and social media to expand awareness of invasive weeds 4. Coordinate invasive weed workshop 5. Meet with Parks staff regarding Thorpe Park invasive weed management 6. Submit quarterly financial and performance report
Q4 Oct. - Dec.	1. Work with the contracted company to execute workplan 2. Work with volunteers to execute in-kind workplan 3. Take post-treatment photos at the 4 fixed locations 4. Conduct an inspection and evaluation of treatments and prepare report 5. Evaluate project (Progress, pre- and post-treatment photos, a summary of challenges and successes experienced) 6. Send out communication update to partners 7. Financial and Programmatic Closeout Report 8. Closeout the grant

Quarter	Project Components 2025
Q1 Jan - March	1. Monitoring and weed treatment will be needed at Observatory Mesa (OM) and Thorpe Park sites for many years. Grant partners and growing public interest in volunteer weeding will gradually diminish weed seedbanks in project areas 2. Prepare an outline for continuing weed treatment for Observatory Mesa, focusing on the highest priorities that can be achieved with annual funding appropriated for weed control and volunteer support 3. Share outline with partners and encourage a joint plan for the Greater Observatory Mesa area as a part of the Observatory Mesa Trail plan implementation

PROJECT BUDGET:

See attached Project Budget Worksheet

Project: City of Flagstaff --- state funding w/ 10% match

Total Project Budget (by expense type)				
Budget Detail	**Grant Share** ($ Amount Requested)	**Match**		**TOTAL**
		Dollars	**In-Kind**	
Administrative Labor:	**$0**	**$0**	**$2,565**	**$2,565**
Project Labor:	**$0**	**$0**	**$5,995**	**$5,995**
Fringe Benefits:	**$0**	**$0**	**$0**	**$ 0**
Travel:	**$0**	**$0**	**$0**	**$ 0**
Equipment:	**$0**	**$0**	**$0**	**$ 0**
Supplies:	**$0**	**$0**	**$200**	**$ 200**
Contractual:	**$97,000**	**$2,500**	**$0**	**$99,500**
Other:	**$0**	**$0**	**$0**	**$ 0**
TOTAL:	**$97,000**	**$2,500**	**$8,760**	**$108,260**

Budget Narrative

Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.

Grant Share STATE (reimbursement)
Contractual:
Chemical treatments for the project area. Cost approximately $150/acre; chemical treatment will include ~60.83 acres x $150 = $9,124.50 x 2 years = $18,249. Invasive plant infestations to be treated include: Cirsium vulgare (bull thistle) = ~60.83 acres.

Seeding for project area will include soil preparation, seed mix, seeding, erosion blankets/mulch. Cost approximately $2,000-3,000/acre; seeding will include ~31.5 acres x $2,500/acre = $78,750
Seeding areas include:

- Onopordum acanthium (Scotch thistle) = 1.976 acres
- Cirsium vulgare (bull thistle) = 20 acres
- Carduus nutans (musk thistle) = 2.45 acres
- Centaurea diffusa (diffuse knapweed) = 2 acres
- Convolvulus arvensis (field bindweed) .042 acre
- Miscellaneous species in project area = 5 acres

Total grant share (contractual reimbursement) = $97,000

Budget Narrative - Continued

Use this additional space to provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.

Match (DOLLARS):

Contractual: Treatments for the project area. Cost approximately $150/acre; treatment (chemical & manual) will include ~8.33 acres x $150 = $1,249.50 x 2 years = $2,499. Invasive plant infestations to be treated include: Cirsium vulgare (bull thistle) = 8.33 acres.

Total acres: 8.33

Total cash dollar match for contractual = $2,500 (cash match)

Match (IN-KIND):

- Administrative Labor: Staff time (Robert Wallace, Open Space Supervisor, full burden rate) for grant, partner, & volunteer coordination: $42.76/hr. x 30 hr. = $1,282.80 x 2 years = Total $2,565.60 (in-kind staff time).

- Project Labor: Mechanical treatment:

Parks staff will provide weed mitigation for Thorpe Park. Flatbed (1 ton) truck plus one staff member equals $33.72/hr., FEMA cost code 8701. $33.72/hr x 45 hrs./yr. = $1,500 x 2 years = $3,000 (in-kind staff time). Total = $3,000.

Mechanical treatment will include volunteer work to remove Centaurea diffusa (diffuse knapweed) from 5 acres at Thorpe Park, and miscellaneous locations. Hours will be tracked with a volunteer sign-in sheet. $29.95/hr. federal volunteer rate x 50 hr/yr x 2 years = $2,995 (in-kind volunteer time). Total = $ 2,995

Total (administrative & project labor) = $5,995

- Supplies: Supplies provided by Open Space section. Weed bags = $200. Total = $200

Total in-kind match for administration, project labor, and supplies = $8,760 (in-kind)

Total IN-KIND & CASH MATCH = $11,260 (10% of total project cost)

ATTACHMENT C
General Provisions

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the appropriate accounting and administrative procedures for managing the grant in accordance with all applicable State laws.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

HATCH ACT

The Sub-grantee shall comply with provisions of the Hatch Act limiting the political activities of public employees.

NEPA

The Sub-grantee shall comply with applicable State and Federal laws regarding the environment (NEPA; National Environmental Protection Act).

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by the State or Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

EQUAL OPPORTUNITY/NON-DISCRIMINATION

The Parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order 2009-09 and any other federal or State laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ARBITRATION

To the extent required by A.R.S. §12-1518 and 12-133, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non- cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

NON-AVAILABILITY OF FUNDS

This agreement shall be subject to available funding, and nothing in this agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined in this agreement.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

SUSPENSION OR DEBARMENT

The Sub-grantee shall not enter into any contract or agreement with any party which is debarred or suspended from participating in State assistance programs.

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub- grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

GOVERNING LAW
This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

INVALIDITY OF PART OF THIS AGREEMENT
The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS
This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION
This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS
The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

ENTIRE AGREEMENT
This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)
Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

PUBLICATION REQUIREMENTS
ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona
Department of Forestry and Fire Management in any publications, audiovisuals, and electronic media developed as a result of this award.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

Arizona State Forestry grants are based on reimbursement for *actual costs incurred*. Actual costs may vary slightly from the project plan budget, but must be used to calculate final reimbursement amounts. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment cannot be used as a match for any other State or federal cost-share programs. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval.

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated on the "Grant Reimbursement Form" (Attachment E2). By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the "Grant Reimbursement Form", the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantee's sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or that are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations to others are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- Capital Equipment costing $5,000 or more per unit cannot be included as reimbursable costs, but may be included as match with prior approval. State Forestry recommends renting equipment as needed.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible).
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantee's responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

REIMBURSABLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, canceled checks, signed receipts, or official payroll records. Examples include:

- **Labor (Administrative and Personnel)**- may include paid staff, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.
  - Administrative labor includes general project oversight, while personnel labor includes work done on the ground
  - All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. We must be able to determine, for each staff member, the hours contributed, the rate of pay, the work completed, and the total amount being requested.
  - The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. **Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.**
  - Required documentation should include some combination of: payment receipts, timesheets, payroll records (paystubs), job sheets, canceled checks, or signed letters detailing paid staff time, dates, and services or work provided.
- **Contracted Services** – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.
  - Required documentation will include original invoices with sufficient detail of work performed, dates of work performed, and proof of payment, such as canceled checks or credit card receipts.
- **Supplies** - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.
  - Required documentation should include proof of purchase via payment receipts, canceled checks, or official accounting records detailing expenses and goods and service provided. Original quotes or incomplete invoices are not sufficient.
- **Travel** - may include mileage reimbursement
  - Documentation should include mileage logs with beginning and ending odometer readings and reference the grant project number.
- **Equipment** - may include the cost of renting equipment, fuel, operational costs or repairs at an accepted rate
  - Documentation should include invoices and proof of payment, receipts, or equipment logs.
  - If using FEMA or negotiated CFRA rates, the non-emergency rate (½ of negotiated rate) must be used.
  - Take into consideration that if the rate provided is a "Wet Rate," it already includes fuel and maintenance for the equipment.
- **Other**
  - Other costs as necessary must include proper support documentation demonstrating that the Sub-grantee has incurred the costs.
  - Indirect Costs – Agreed upon indirect costs can be included for reimbursement. No more than 10% of the indirect costs may come from the grant share.
    - Indirect costs may cover general operating expenses such as those negotiated at the time of the grant agreement and other overhead costs; therefore supporting documentation is not required, but detailed specifics about what is covered under the indirect cost must be included in the detailed project plan budget narrative.
    - If Sub-grantee has a Negotiated Indirect Cost Rate Agreement (NICRA), State Forestry must receive this agreement before the rate can be used in the project budget. If the NICRA is greater than 10%, anything above this is allowable as match only.
    - De Minimis: If no NICRA rate is available, Sub-grantee can include the 10% de minimis cost rate to cover other general operating expenses.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – Grants may require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of dollars expended and/or in-kind contributions used toward the project. The Sub-grantee share (match) cannot be used as a match for any other cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant funded program or project and must meet the approved Cost Principles.

Matching investments will not be directly reimbursed.

Examples of possible match include:

- **Hard Dollars** - Matching investment can include actual costs incurred as documented above.
  - A hard dollar match includes anything directly purchased for the grant work with costs incurred by the grantee where money has changed hands, including time spent by employees on grant related activities. Time spent by employees on eligible project activities must include the same documentation as listed above for the Labor category for grant share.
  - Required documentation will include payment receipts, canceled checks, or official accounting records detailing expenses and related goods and service provided. Physical cash transactions are unallowable with DFFM grants.

- **In-kind Contributions** - includes the use of the sub-grantees's or their partners' on-hand supplies, use of third party donations of supplies or equipment, or the value of professional services provided at the professional rate.
  - Use of in-kind contribution of goods or services from another business or organization may be counted as in-kind match with proper documentation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party, if necessary. Use of donated equipment shall consist of signed time logs, detailing day(s) or hours of use, accepted rate, and project specific function.

- **Volunteer** - Volunteer labor hours shall conform to documented standard operating procedures for the Sub-grantee organization with established pay rates.
  - Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer sign in sheets must include a supervisor's signature. Volunteer timesheets should be filled out and signed on the day work was completed.
  - Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding $20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization, but will still require accurate timesheets.

Quarterly Performance Report

GRANT INFORMATION:

Grant Number:		**Grant Award $:**	
Project Name:		**Award End Date:**	
Organization:			
County:		**DFFM District:**	

REPORT INFORMATION:

Calendar Year:		**Calendar Quarter Q1** (Jan-Mar), **Q2, Q3, Q4**:	
Name of person completing report:			
Submittal Date:			

PROJECT OBJECTIVES ACCOMPLISHED:

(During this quarterly reporting period, what progress has been made toward meeting the project objectives stated in the Project Plan? Provide quarterly and cumulative numbers for key criteria, such as acres completed, trees planted, educational programs delivered, etc.)

PLANNED OVERALL		ACTUAL				
Project Objectives	**Total Project Goal**	**Previously Reported**	+	**Current Quarter**	=	**Cumulative Total**

Program-Specific Reportables (if applicable)

1				
2				
3				
4				
5				

Is this Project On Track? (Yes / No)

Use the following sections to describe activities for this quarter and for the overall project status.

Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items.
(Please list any additional items in the narrative to assure they are recorded.)

Quarterly Performance Report

NARRATIVE REPORT / THIS QUARTER: **What progress has been made THIS QUARTER in accomplishing the project objectives?** Describe activities for the quarter to support the status reported in the tables above. Include comments regarding accomplishments for employees, contractors, and volunteers; and describe the status of planning or purchasing activity if applicable. *(MAX: 1400 Characters – attach additional materials if needed)*

NARRATIVE REPORT / OVERALL PROJECT: **What is the success in meeting the OVERALL measurement criteria identified in the Project Plan?** Describe the overall project status to support the numbers listed in the tables above. What major milestones have been achieved and what are the next major activities planned? If the project is not on track or goals are not being met, please provide an explanation. If there are any factors that have, or will have, a significant impact on the successful project completion, provide details and explain the actions being taken or assistance that may be needed. *(MAX: 1400 Characters – attach additional materials if needed)*

Arizona Department of Forestry and Fire Management

Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number:

Organization Name: **Match %:** - Select % -

Total Grant Amount: **Total Match Required:**

Grant Expiration/End Date: (Grant $ + Match $ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):

	Reimbursable Costs	Match	Total
			$0.00

This Reimbursement Period: (Period Start / End dates)

Item	Reimbursable Costs	Match	Total
Administration			$0.00
Personnel			$0.00
Contracted Services			$0.00
Supplies			$0.00
			$0.00
			$0.00
			$0.00
Volunteer time	N/A		$0.00
In-Kind Contributions	N/A		$0.00
Total:	$0.00	$0.00	$0.00

FOR DFFM USE ONLY

Cumulative Project Totals (This period request added to all previous reimbursement requests):

Reimbursable Costs	Match	Total
$0.00	$0.00	$0.00

*As long as the Cumulative MATCH meets the required amount, this Reimbursement Period's REIMBURSABLE amount should qualify for payment (provided all items are properly documented and all other requirements are met.)

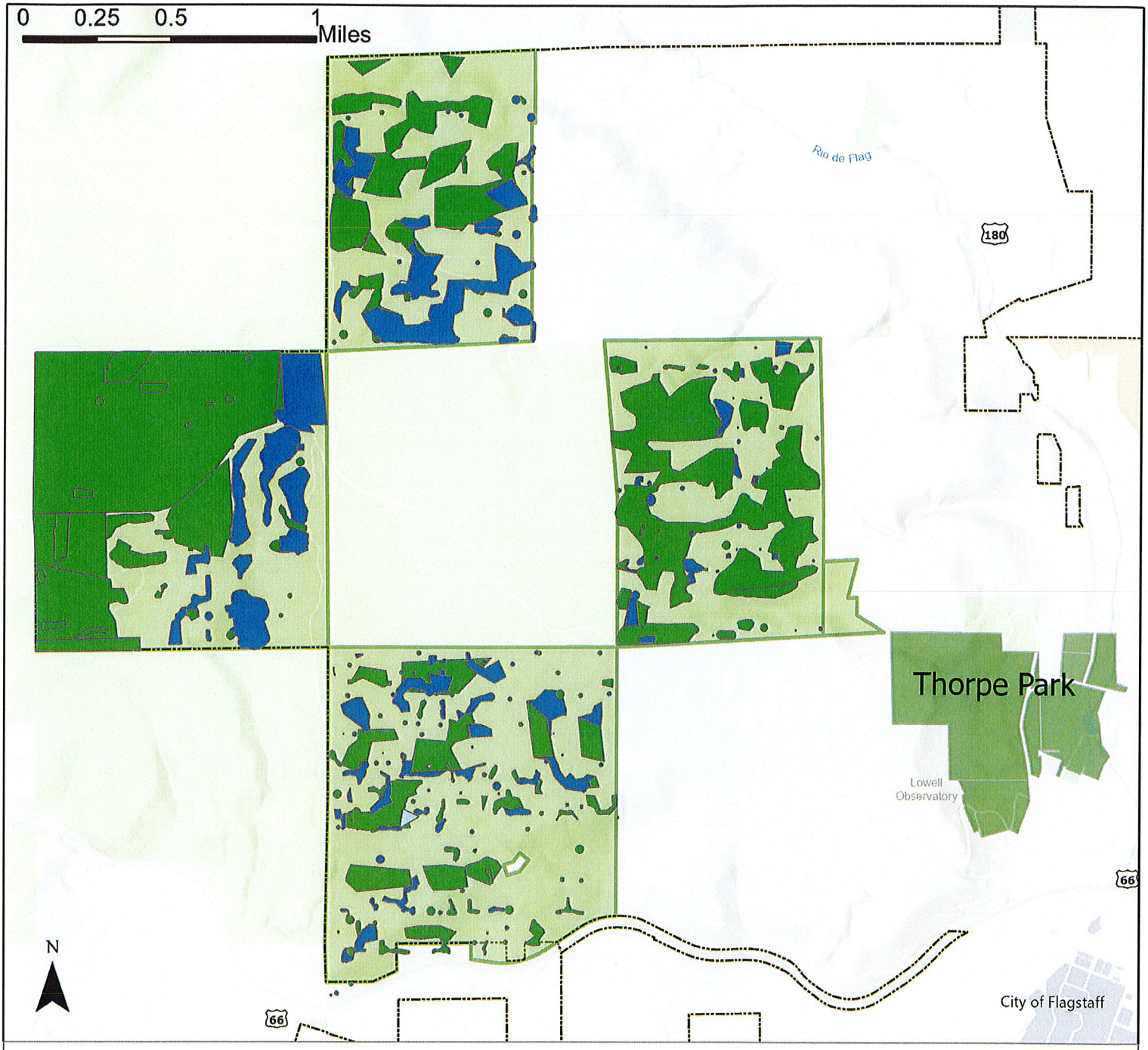
Authorized Signature *Title* *Date*

SIGNATURE LINE STATEMENT (Required for Processing)

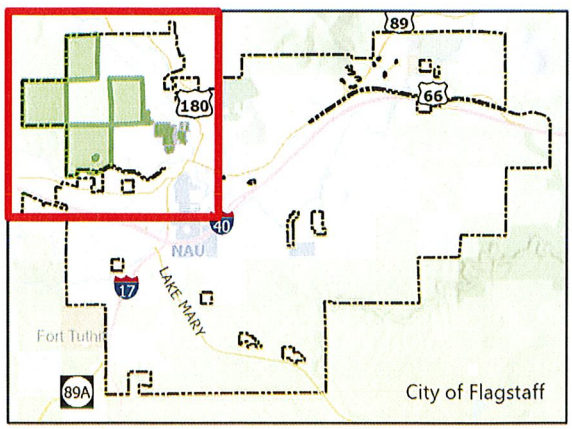
By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days



Observatory Mesa Natural Area - Overview



Legend

City Boundary

Parks

- Observatory Mesa
- Thorpe Park

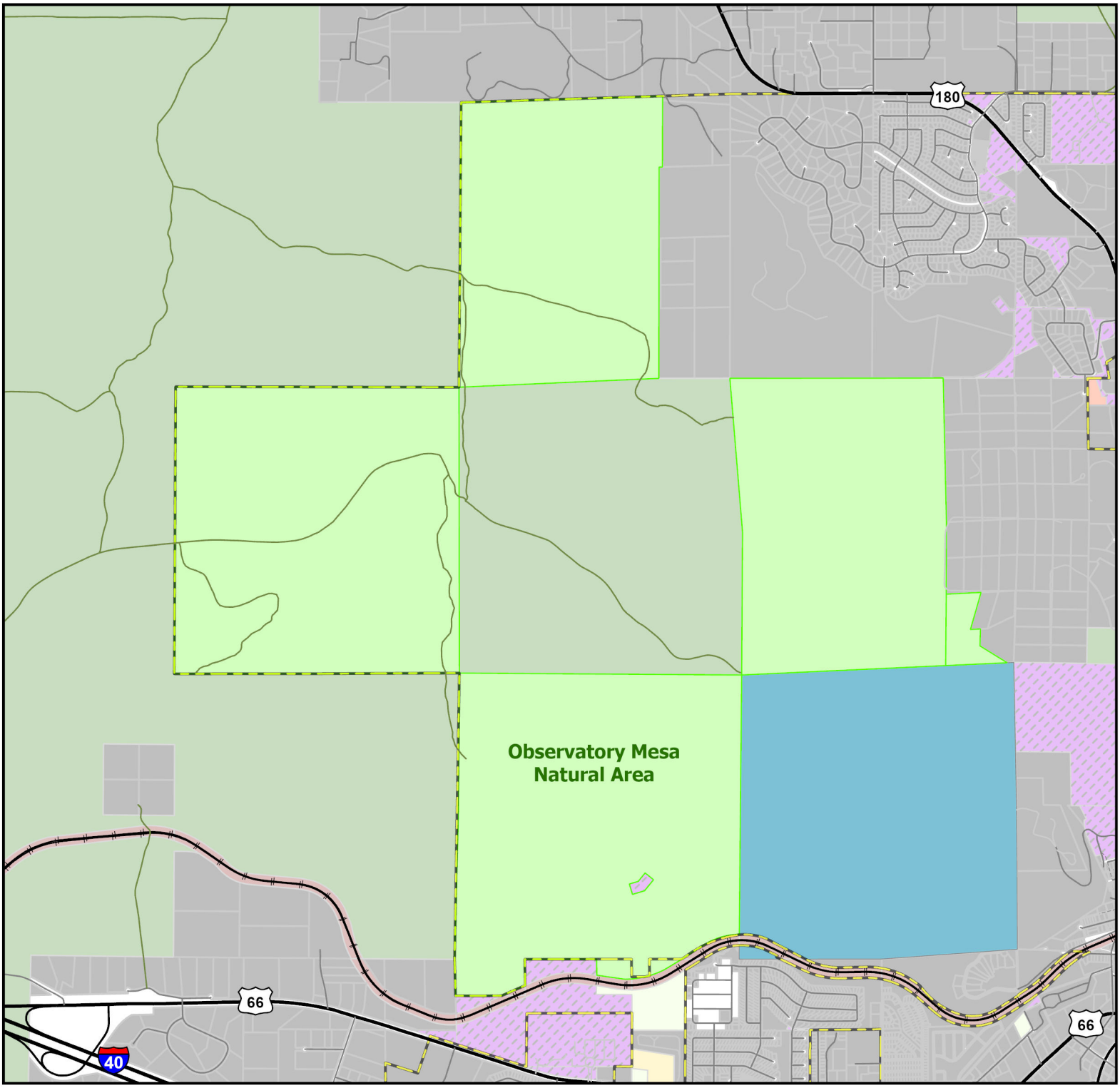
Invasive Plant Areas

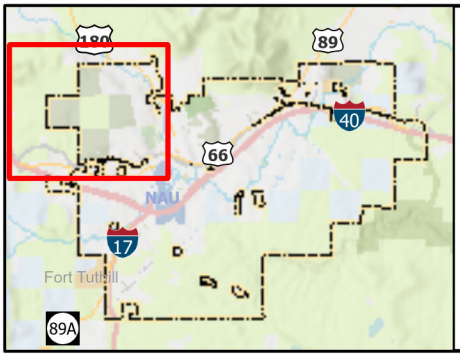
- Carduus nutans
- Cirsium vulgare
- Convolvulus arvensis
- Linaria dalmatica
- Onopordum acanthium

7/28/2022

Overview

Observatory Mesa Natural Area





Observatory Mesa Natural Area

City Boundary

BNSF

City of Flagstaff Management

Coconino County

Coconino National Forest

Private Ownership

State Trust

State of Arizona

Lowell Observatory

N

W E

S

0 0.25 0.5 1 Miles

4/29/2020

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Erin Young, Water Resources Manager
Co-Submitter:	Shannon Jones
Date:	01/30/2024
Meeting Date:	02/06/2024

TITLE:

Consideration and Approval of Agreement: Joint Funding Agreement between the U.S. Department of Interior, U.S. Geological Survey and the City of Flagstaff for Monitoring the C Aquifer of the Middle and Lower Little Colorado River Basins.

STAFF RECOMMENDED ACTION:

Approve the Agreement with the U.S. Geological Survey to contribute $71,080 over three (3) years.

Executive Summary:

Ratification of this agreement allows the City to continue as a partner with the U.S. Geological Survey, Navajo Nation, and others, in collecting regional C-aquifer water level and baseflow information. The City has relied upon groundwater within the regional C-aquifer dating back to the 1950's. This water resource has been a critical component of the City's ability to provide its citizens with a reliable, high-quality water supply over the past 70 years and continues to do so. Additionally, in 2005 the City purchased Red Gap Ranch east of the City, intending to pump groundwater from the C-aquifer as a long-term water supply. Partnering with the U.S. Geological Survey in the hydrologic monitoring of this valuable resource facilitates documentation of pre-development conditions.

Financial Impact:

The City of Flagstaff's annual cost is $17,600 in FY2023-24, $18,400 in FY2024-25, and $19,000 in FY2025-26 budgeted within 202-08-304-1061-0-4226. The Coconino Plateau Watershed Partnership is contributing funds to the program through the City of Flagstaff for $5,200 in FY2023-24, $5,360 in FY2024-25, and $5,520 in FY2025-26 for a total of $71,080 over three (3) years.

Policy Impact:

This agreement supports the 2013 Council-adopted Water Policies Section H on Regional Collaboration and Leadership. The City is often engaged in numerous regional/state-wide organizations to develop policy or position statements on water issues that impact Flagstaff. These have included being active with the Arizona Department of Water Resources (ADWR), U.S. Geological Survey (USGS), Coconino Plateau Water Advisory Committee (CPWAC), among other agencies and various State-led forums. Additionally, the City will continue to work collaboratively with Coconino County, the Navajo Nation, and the Hopi Tribe regarding regional water issues. Since water management decisions made today have long term implications, it is prudent that the City remains involved in influencing regional and State water policy.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Environmental Stewardship
Inclusive & Engaged Community
High Performing Governance

Carbon Neutrality Plan

Water Security

Regional Plan

Goal WR.1. Maintain a sustainable water budget incorporating regional hydrology, ecosystem needs, and social and economic well-being.
Goal WR.3. Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measures.

Has There Been Previous Council Decision on This:

Yes. Council approved a similar agreement on July 3, 2012, May 19, 2015, and November 11, 2017, and October 20, 2020. Council has authorized ongoing financial support since FY13.

Options and Alternatives:

- Authorize the signing of the agreement with the U.S. Geological Survey and maintain a collaborative partnership with the U.S. Geological Survey, Navajo Nation, and other partners, in monitoring the C-aquifer.
- Do not authorize the signing of the agreement with the U.S. Geological Survey.

Background/History:

The current C-aquifer monitoring program was established in 2005 as an agreement between the U.S. Geological Survey and the Bureau of Indian Affairs to evaluate baseflow within Chevelon Creek, Clear Creek, and Little Colorado River. The current program extends across the region and includes Wupatki, Flagstaff, Leupp, Chevelon Creek, and springs on the Navajo Reservation north of Holbrook. Data and results from this project contribute to baseline conditions within the C-aquifer before pumping occurs by the City or Navajo Nation at Red Gap Ranch or Leupp, respectively. Long-term aquifer and baseflow information is also important for understanding the aquifer's response to climate-related impacts.

Key Considerations:

The purpose of the current monitoring program is to establish baseline information for the C-aquifer before significant groundwater development occurs between Flagstaff and Winslow. Staff recognizes the importance of monitoring the C-aquifer in the areas of Flagstaff, Red Gap Ranch, Leupp and Winslow, and is proposing to continue funding this U.S. Geological Survey monitoring program. The objectives of the project are to: 1) establish baseline conditions in the C-aquifer prior to significant additional groundwater development, 2) evaluate baseflow in the Little Colorado River, Clear and Chevelon Creeks, 3) document changes in flow and water quality of the C-aquifer, 4) inventory and characterize spring resources, and 5) summarize data collected and publish a five (5) year data report during FY26.

The work covered under this agreement contributes to Provision No. 3 of the 2011 Stipulation between the City and the Navajo Nation (Superior Court of the State of Arizona, Civil No. 6417), part of which states: "The Parties agree to work cooperatively and in good faith to evaluate environmental impacts, if any, from both the City's pumping of Underground Water at Red Gap Ranch and the Navajo Nation's pumping of Underground Water along the south-western portion of the Navajo Nation."

The Navajo Nation has been a financial contributor to this data collection effort since 2005. City staff recognized this collaborative opportunity to support the monitoring of the C-Aquifer within a groundwater basin that both parties share. Data from this collection effort was important information input into the first public groundwater flow model developed by the U.S. Geological Survey (U.S. Geological Survey Scientific Investigations Report 2010-5180, 2011). The Northern Arizona Regional Groundwater Flow Model was the base model for evaluating proposed groundwater pumping by both parties in the December 2015 publication "Red Gap Ranch - Leupp Groundwater Flow Model" conducted by Southwest Ground-water Consultants. The collaborative study was funded through a $300,000 grant from the U.S. Bureau of Reclamation to the City.

Expanded Financial Considerations:

The total program costs includes contributions from the Bureau of Indian Affairs - Navajo Nation, City of Flagstaff, U.S. Geological Survey, Coconino Plateau Watershed Partnership, Arizona Public Service, and the Arizona Department of Water Resources.

Community Benefits and Considerations:

This work benefits the City of Flagstaff and contributes information useful to the scientific community, universities, and agencies. Research agencies and universities depend on quality time-series data for scientific studies. Because the information collected under this agreement is derived from remote areas of northern Arizona, it can be used to evaluate long-term trends in the C-aquifer system.

Community Involvement:

Information from the C-aquifer monitoring program is shared with the Coconino Plateau Watershed Partnership on a regular basis and published on the U.S. Geological Survey website at https://www.usgs.gov/tools/c-aquifer-monitoring-program.

Attachments: JFA

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Arizona Water Science Center
520 North Park
Tucson, AZ 85719

January 18, 2024

Ms. Erin Young
Water Resource Manager
City of Flagstaff
2323 Walgreens St. Suite 1
Flagstaff, AZ 86004

Dear Ms. Young:

Enclosed is a signed digital copy of our standard joint-funding agreement for the project(s) Arizona Water Science Center Water Resources Investigations, during the period March 1, 2024 through September 30, 2026 in the amount of $71,080 from your agency. U.S. Geological Survey contributions for this agreement are $37,500 for a combined total of $108,580. Please sign and return one fully-executed original to Rudy Richard at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **February 29, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jamie Macy by phone number (928) 556-7276 or email jpmacy@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Alexis Lopez at phone number (520) 670-3339 or email at aslopez@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

James M Leenhouts
Director

Enclosure
24ZFJFA2100

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000790
Agreement #: 24ZFJFA2100
Project #:
TIN #: 86-6000244

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2023, by the U.S. GEOLOGICAL SURVEY, Arizona Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Flagstaff party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00.

(a) $37,500 by the party of the first part during the period March 1, 2024 to September 30, 2026

(b) $71,080 by the party of the second part during the period March 1, 2024 to September 30, 2026

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0.00.

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www2.usgs.gov/fsp/).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000790
Agreement #: 24ZFJFA2100
Project #:
TIN #: 86-6000244

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jamie Macy
Supervisory Hydrologist/Associate Director for Studies
Address: 2255 North Gemini Drive
Flagstaff, AZ 86001
Telephone: (928) 556-7276
Fax: (928) 556-7112
Email: jpmacy@usgs.gov

Customer Technical Point of Contact

Name: Erin Young
Water Resource Manager
Address: 2323 Walgreens St. Suite 1
Flagstaff, AZ 86004
Telephone: (928) 213-2405
Fax:
Email: eyoung@flagstaffaz.gov

USGS Billing Point of Contact

Name: Alexis Lopez
Budget Technician
Address: 520 N. Park Ave
Tucson, AZ 85719
Telephone: (520) 670-3339
Fax:
Email: aslopez@usgs.gov

Customer Billing Point of Contact

Name: Stacy Brechler-Knaggs
Grants & Contracts Mgr.
Address: 211 W. Aspen Ave.
Flagstaff, AZ 86001
Telephone: (928) 213-2227
Fax:
Email: Sknaggs@flagstaffaz.gov

U.S. Geological Survey
United States
Department of Interior

Signature

By_____ **Date: 01/18/2024**
Name: James M Leenhouts
Title: Director

City of Flagstaff

Signatures

By_____ **Date:** _____
Name:
Title:

A WORKPLAN FOR MONITORING THE C AQUIFER OF THE MIDDLE TO LOWER LITTLE COLORADO RIVER BASIN, ARIZONA
Three-Year Agreement, FY2024 to 2026

-A cooperative program with the Navajo Nation, the City of Flagstaff, Coconino Watershed Partnership, Arizona Department of Water Resources, Arizona Public Service, and the U.S. Geological Survey-
Prepared by the U.S. Geological Survey Arizona Water Science Center

INTRODUCTION:

In 2005 the Bureau of Indian Affairs Navajo Region (Navajo-BIA) and the U.S. Geological Survey (USGS) Arizona Water Science Center (AZWSC) established a cooperative groundwater-monitoring program for the C aquifer near Flagstaff, Arizona, that focuses on the middle to lower Little Colorado River Basin. The area of study specifically lies between Flagstaff and east of Winslow, Arizona, where the greatest potential for groundwater development exists. The monitoring program was established at the request of Navajo-BIA and the Navajo and Hopi Nations to develop a monitoring network that will help to understand the current base-flow conditions of the C aquifer in this area. The C aquifer is planned to be used by the tribes, the City of Flagstaff, and others to meet future water-supply demands. From 2005-2012, funding support to monitor the C aquifer was provided by the Navajo-BIA and the USGS, and in 2012 the City of Flagstaff joined the cooperative effort. The City of Flagstaff recognizes the importance of monitoring this critical area and their continued participation in the monitoring effort is important to the ongoing monitoring project. One benefit of having the City as a funding partner is that the USGS is able to provide cooperative funding to the program. The USGS can provide cooperative funding to non-federal partners such as the City of Flagstaff, but the USGS cannot contribute cooperative funds towards Navajo-BIA funding. Funding from the City of Flagstaff for the past eight years has made it possible for the USGS to match the City's funding. Another important benefit of funding from the City is that the Navajo-BIA funding support for the program is leveraged with the additional funding on an annual basis allowing BIA to continue funding support. The City of Flagstaff's participation in the cooperative group monitoring the C aquifer is central to continuing this work for the next three-year period and potentially longer.

In 2021, four other cooperators joined the effort to add a streamflow gage in Chevelon Creek. The Coconino Plateau Watershed Partnership (CPWP), Arizona Department of Water Resources (ADWR), Arizona Public Service (APS), and U.S. Fish and Wildlife contributed to expand the project. In 2022 and 2023, CPWP, ADWR, and APS continued to contribute to the C-aquifer Monitoring Program; CPWP funds come to USGS through the City of Flagstaff.

The C-aquifer is a large regional aquifer system in the Little Colorado River Basin with

potentially several hundred million acre-feet of water in storage (McGavock and others, 1986; Bills and others, 2000; Hart and Others, 2002; and Bureau of Reclamation, 2006). The aquifer is used as a source of water for domestic, municipal, industrial, agricultural, and recreational water uses where the water quality is good throughout the Little Colorado River Basin. Groundwater withdrawals from the C-aquifer in the Little Colorado River Basin totaled about 140,100 acre-feet in 1995 (Hart and others, 2002). This amount is a little less than half of the average annual, natural discharge from the basin of 319,000 acre- feet (Hart and others, 2002). Water demand mainly for municipal, industrial, and agricultural uses has resulted in substantial drawdown of the potentiometric surface (the water table) in the central and upper parts of the basin.

Continuing growth and development in northern Arizona has resulted in the continuing development of water supply from the C-aquifer in the middle and lower parts of the Little Colorado River Basin to meet future water demands. Several aquifer tests have been conducted in the area of the aquifer to the south of Leupp on the Navajo Reservation, along I-40 to the west of Winslow, and the area to the north of Moenkopi that indicated that the C aquifer in these areas is likely to be very productive (City of Flagstaff, 2014; Hoffmann and others, 2006; Bureau of Reclamation, 2005; and Hopi Tribe, 2003). The Navajo Nation has expressed concern that groundwater resources of the C aquifer in the Little Colorado River Basin are being affected by groundwater withdrawals for municipal, agriculture, and industrial water uses on the southwestern reservation boundaries.

Proposed groundwater development from the C-aquifer include: 1) Future water supply for communities in the western and southern parts of the Navajo Indian Reservation, 2) the future source of municipal water supply for the City of Flagstaff (Red Gap Ranch), 3) water supply for development along the I-40 corridor between Flagstaff and Winslow, and 4) water supply to support continuing development along the Little Colorado River Valley up gradient from Leupp. Future demands for groundwater resources in this area have the potential to affect groundwater withdrawals and the water quality in the basin, which may include a reduction to the base flow of perennial streams such as Clear Creek and Chevelon Creek (Leake and others, 2005; S.S. Papadopulos and Associates, Inc., 2005), or further reduce the availability of water to the Little Colorado River and Little Colorado River alluvium which are already affected by existing upstream water uses. Additional development of groundwater resources from other water-bearing zones in this area could also occur to improve water supplies for communities in the western and southern parts of the Navajo Indian Reservation with unknown impacts to the C aquifer. Arizona Public Service (APS) Cholla Power Plant closed one of its production units in April 2016. The power plant is scheduled to close the remaining two units by 2025. Since groundwater from the C aquifer is the sole source of water supply for the power plant for cooling, closure of the plant is expected to have impacts on the availability and quality of groundwater in the region.

OBJECTIVE:

The overall objective of the program is to establish current baseline information for the C aquifer before significant additional groundwater development occurs in the Flagstaff to east of Winslow area, and to monitor for long-term changes in groundwater levels, water use, water chemistry, and changes in the base flow of Clear Creek, Chevelon Creek, and the Little Colorado River.

Groundwater resources of the C aquifer in the Little Colorado River Basin are already being affected by current withdrawals for municipal, agriculture, and industrial water uses throughout the upper and middle parts of the basin. Potential, additional groundwater withdrawals from the C aquifer, especially east of Flagstaff toward the Little Colorado River, could compound the effects of groundwater withdrawals in the basin.

The specific objectives of this monitoring program are:

1. Establish current baseline conditions in the C aquifer prior to significant additional groundwater development.
2. Collect and provide information on groundwater resources for the protection of native and endangered species that depend on the base-flow discharge from the C-aquifer to Clear Creek, Chevelon Creek, and the Little Colorado River.
3. Document changes in flow and water-quality field parameters of the C-aquifer and adjacent water-bearing zones that may impact the use of these water resources.

PROJECT DESCRIPTION/SCOPE OF WORK:

The USGS proposes to continue operation and maintenance of a core monitoring network of selected wells and sampling sites during this 3-year cooperative agreement. The C-aquifer Monitoring Program work plan is dependent on funding from cooperators. If the full funding needs are not met, then the work plan is revised to include those tasks that can be funded at the available funding level. The monitoring network includes:

1. Five continuous-record observation wells, with satellite telemetry and quarterly check measurements, and additional maintenance as needed (fig.1, table 1). Real-time data are available from these sites at: *http://waterdata.usgs.gov/az/nwis/current/?type=gw*
2. Produce a daily values water-level record for these five sites for the current water year.
3. Measurement of quarterly water levels by the USGS at 17 observation wells located in the C aquifer between Flagstaff and Winslow, AZ (fig.1, table 2). Also includes quarterly and annual C-aquifer well data provided by the City of Flagstaff and Arizona

Department of Water Resources (ADWR) as part of this water-level network (figure 1).

4. Conduct one base-flow evaluations, when possible, consisting of up to 24 sites on Clear Creek, Chevelon Creek, and on the Little Colorado River from Chevelon Creek to Clear Creek for comparison to the base-flow evaluations conducted in the summers 2005, 2006, 2008, 2012, 2015, 2018, 2019, and 2022; fall 2017; and winter 2010 (fig.2).
5. One continuously-recording streamflow gage on Chevelon Creek (fig.3)
6. Maintain an interactive website on usgs.gov displaying information, sites, and data.
7. Work with the City of Flagstaff and the AZWSC Basic Data Section to develop additional streamflow-gaging stations for the study.
8. Work with other Federal, Tribal, State, and local partners to develop additional financial support for this study or with in-kind services, so that partners can be included as cost-sharing efforts.

	FY 2024				FY 2025				FY 2026			
Task:	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Operate five continuous-recording observation wells and produce daily hydrographs												
Measure quarterly water levels												
Conduct baseflow investigation(s) in Clear Creek, Chevelon Creek, and the Little Colorado River												
Operate Chevelon Canyon streamflow gage												
Discrete Water Quality Samples – UAS Thermal												

DELIVERABLES:

The following deliverables will be provided to all cooperators based on the field data collected and on the above methodology. Data from the monitoring program are available online via the USGS National Water Information System (NWIS) and can be provided to the Navajo Nation and the City of Flagstaff upon request. Cooperators will also be provided courtesy review copies of planned reports that will be published by the USGS.

1. The USGS will publish on-line all data collected for the program with corresponding USGS site numbers on the USGS NWIS Web (tables 1 and 2). *http://waterdata.usgs.gov/az/nwis/current/?type=gw*
2. USGS will provide additional miscellaneous data as appropriate related to this program, and as required by the USGS Data Management Protocol.

3. Copies of publications or reports that USGS presents at conferences or meetings.

TASK / BUDGET/TIMELINE FOR EACH FISCAL YEAR 2023-2025:

Task:	FY 2024	FY 2025	FY 2026
Manage the program - development, coordination, outreach and meetings, compile and analyze data - *Labor (1 hydrologist)* - *Travel*	$22,000	$22,700	$23,300
5 continuous-record observation wells - *Labor (1 hydrologist, 1 hydrologic technician)* - *Travel* - *Supplies*	$25,000	$25,800	$26,600
17 quarterly water-level measurements at observation wells - *Labor (1 hydrologic technician)* - *Travel* - *Supplies*	$8,000	$8,200	$8,500
Conduct one base-flow evaluations consisting of up to 24 sites on Clear Creek, Chevelon Creek, and the Little Colorado River from Chevelon Creek to Clear Creek - *Labor (2 hydrologists, 6 hydrologic technicians)* - *Travel* - *Supplies*	$20,000	$20,600	$21,218
Streamgage operation - *Labor (1 hydrologic technician)* - *Travel* - *Supplies*	$20,700	$21,300	$22,000
Discrete Water-Chemistry Data Collection and/or UAS Thermal Imaging - *Labor (2 hydrologists)* - *Travel* - *Supplies*	$30,000	$30,780	$31,342
TOTAL:	$125,700	$129,380	$132,960

Cost Sharing:

Funding Partners:	FY2024	FY2025	FY2026
BIA - Navajo Nation	$80,000	$82,400	$84,900
City of Flagstaff	$17,600	$18,400	$19,000
USGS (Cooperator Matching Funds)	$12,500	$12,500	$12,500
Coconino Plateau Watershed Partnership	$5,200	$5,360	$5,520
Arizona Public Service (APS)	$5,200	$5,360	$5,520
Arizona Department of Water Resources (ADWR)	$5,200	$5,360	$5,520
TOTAL:	$125,700	$129,380	$132,960

PAST ACCOMPLISHMENTS:

1997-2005
Groundwater monitoring network supported by the National Park Service

2005

USGS and BIA establish current monitoring program

BIA primary funding partner, NPS no longer funding partner

Establish network of 24 quarterly observation wells

1st Base-flow evaluation of Chevelon Creek, Clear Creek, and part of the Little Colorado River

2006

3 USGS streamflow gaging stations established on Chevelon and Clear Creek.

5 Continuous recording, telemetered observation wells instrumented near Leupp and Winslow, AZ.

2nd Base-flow evaluation of Chevelon Creek, Clear Creek, and part of the Little Colorado River

2007

Program discontinued due to lack of funding

2008

Program re-established with BIA funding and ADWR in-kind support

3rd Base-flow evaluation of Chevelon Creek, Clear Creek, and part of the Little Colorado River

2010

4th Base-flow evaluation (1st winter evaluation)

2011-2012

5th Base-flow evaluation

USGS publication describing C aquifer results from 2005-2011

2015

Presentation of C-aquifer monitoring program to the Coconino Plateau Watershed Partnership

6th Base-flow evaluation

2016

Slug test of the Winslow-T well to verify aquifer connection

2017

7th Base-flow evaluation, (1st fall evaluation, September 2017)

2018

8th Base-flow evaluation

2019

9th Base-flow evaluation

Presentation of C-aquifer monitoring program to Coconino Plateau Watershed Partnership

Presentation of C-aquifer monitoring program at Geological Society of America Fall Meeting in Phoenix, Arizona (*https://gsa.confex.com/gsa/2019AM/webprogram/Paper339016.html*)

2020

Chevelon Creek streamflow gage (USGS 09398000 Chevelon Creek Near Winslow, AZ) was installed and began to collect streamflow data

2021

Presentation of C-aquifer monitoring program at the Coconino Plateau Watershed Partnership Educational Workshop

USGS publication describing C aquifer results from 2012-2019 (*https://pubs.usgs.gov/publication/ofr20211051*)

USGS publication of online geonarrative (*https://geonarrative.usgs.gov/caquifermonitoring/*)

2022

10th Base-flow evaluation

Uncrewed aerial systems (UAS) mapping of the upper perennial reaches of Clear Creek. UAS video of the upper perennial reaches of Clear Creek and Chevelon Creek

HISTORY OF FUNDING FOR THE C AQUIFER PROJECT:

C Aquifer Project	BIA Navajo	National Park Service	US Geological Survey	Arizona Dept. Water Resources	City of Flagstaff	Coconino Plateau Watershed Partnership	Arizona Public Service	US Fish & Wildlife
FY 1997		$15,000						
FY 1998		$15,000						
FY 1999		$15,000						
FY 2000		$15,000						
FY 2001		$17,510						
FY 2002		$17,510						
FY 2003		$38,000						
FY 2004		$18,000						
FY 2005	$234,000							
FY 2006	$278,840		$3,860					
FY 2007			*$25,000					
FY 2008	$50,000							
FY 2009	$57,197		$10,149					
FY 2010	$60,000			*$4,400				
FY 2011	$84,212		$13,600	*$4,400				
FY 2012	$50,000		$10,000	*$4,500	$10,000			
FY 2013	$50,000		$10,000	*$4,500	$10,000			
FY 2014	$25,000		$7,500	*$4,600	$10,000			
FY 2015	$50,000		$7,500	*$4,600	$10,000			
FY 2016	$48,750		$7,500	*$5,000	$10,000			
FY 2017	$48,750		$7,500	*$5,000	$10,000			
FY 2018	$50,000		$7,500	*$5,000	$10,000			
FY 2019	$50,000		$7,500	*$5,000	$10,000			
FY 2020	$50,000		$7,500	*$5,000	$16,700			
FY 2021	$50,000		$7,500	$5,841	$16,700	$5,841	$10,000	$10,000
FY 2022	$58,115		$7,500	$4,174	$16,700	$4,174	$4,174	
FY 2023	$50,000		$7,500	$4,174	$16,700	$4,174	$4,174	

*In-kind services

TABLES AND FIGURES:

Table 1. Observation wells with satellite telemetry and quarterly check measurements.

Site Name	Site ID	Station Number
OW-1	351022111061801	05 145-05.92X05.31
OW-2B	351214111022101	05 145-02.25X03.18
OW-3A shallow	350959110562303	05 144-10.70X05.71(2)
Winslow T	345603110450301	(A18-15) 28aad
Winslow I-40	350002110355501	(A-19-16) 36dbb

Table 2. Quarterly observation wells measured by the USGS

Site name	Site ID	Station Number	Well owner
Sunshine Well	350706111014701	A-20-12H13CBB	Hopi
PW-1A	351023111062002	05 145-05.96X05.28 (2)	Navajo
PW-2B	351213111022101	A-21-12H 14C UNSURV	Navajo
OW-2A Shallow	351216111021902	05 145-02.14X03.14 (2)	Navajo
OW-2A Middle	351216111021903	05 145-02.14X03.14 (3)	Navajo
OW-2A Deep	351216111021904	05 145-02.14x03-14 (4)	Navajo
PW-2A	351218111021701	05 145-02.12X03.09	Navajo
PW-3	350957110562601	05 144-10.76X05.75	Navajo
OW-3A Deep	350959110562302	05 144-10.70X05.71 (2)	Navajo
OW-3C Shallow	350956110562002	05 144-10.67X05.72 (2)	Navajo
OW-3C Middle	350956110562003	05 144-10.67X05-72 (3)	Navajo
OW-3C Deep	350956110562004	05 144-10.67X05.72 (4)	Navajo

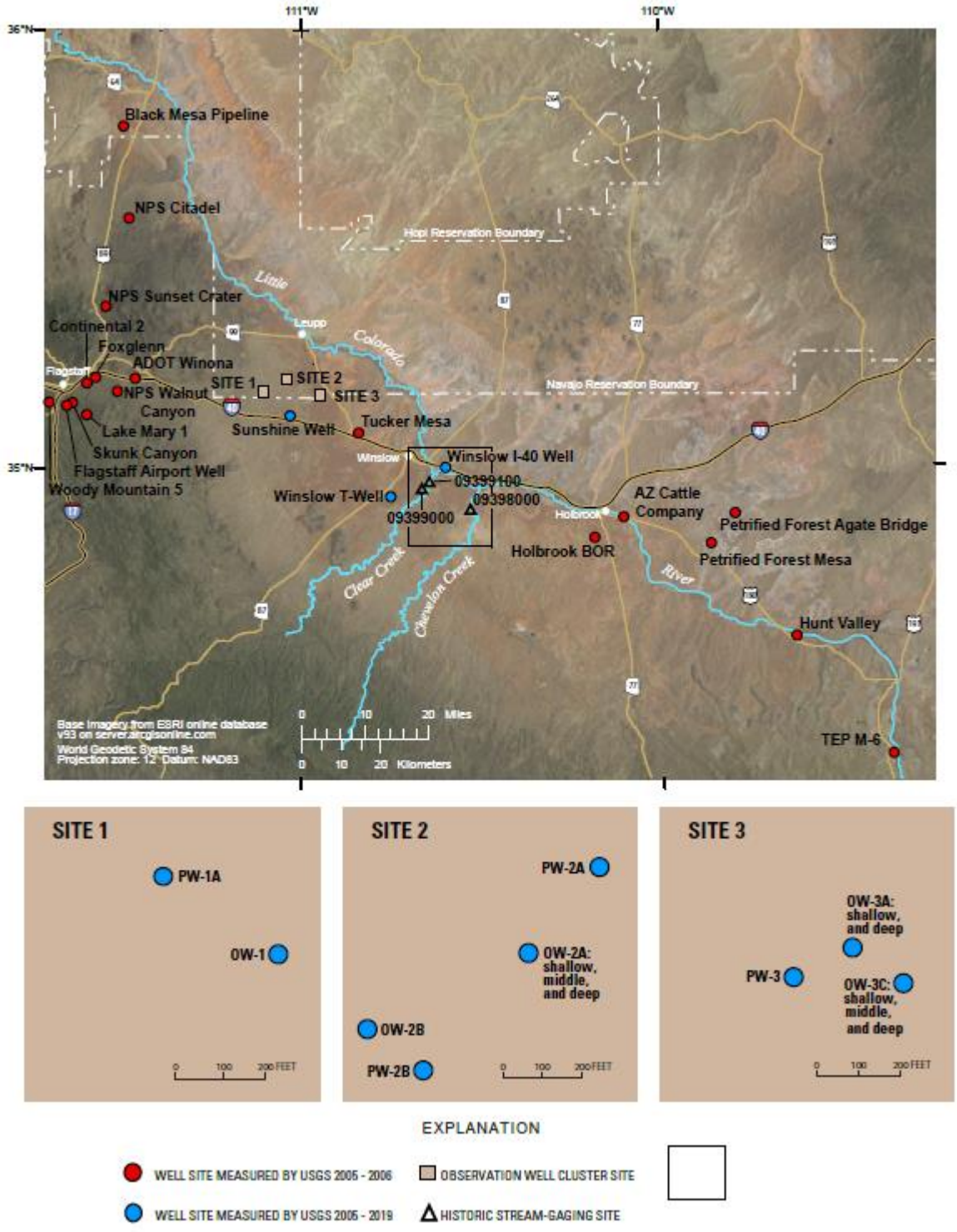


Figure 1. Locations of observation wells and discontinued streamflow-gaging station sites included in this study, northeastern Arizona. A detailed view of the well cluster sites near Leupp is shown below the map. Sections modified from Hoffmann and others, 2006.

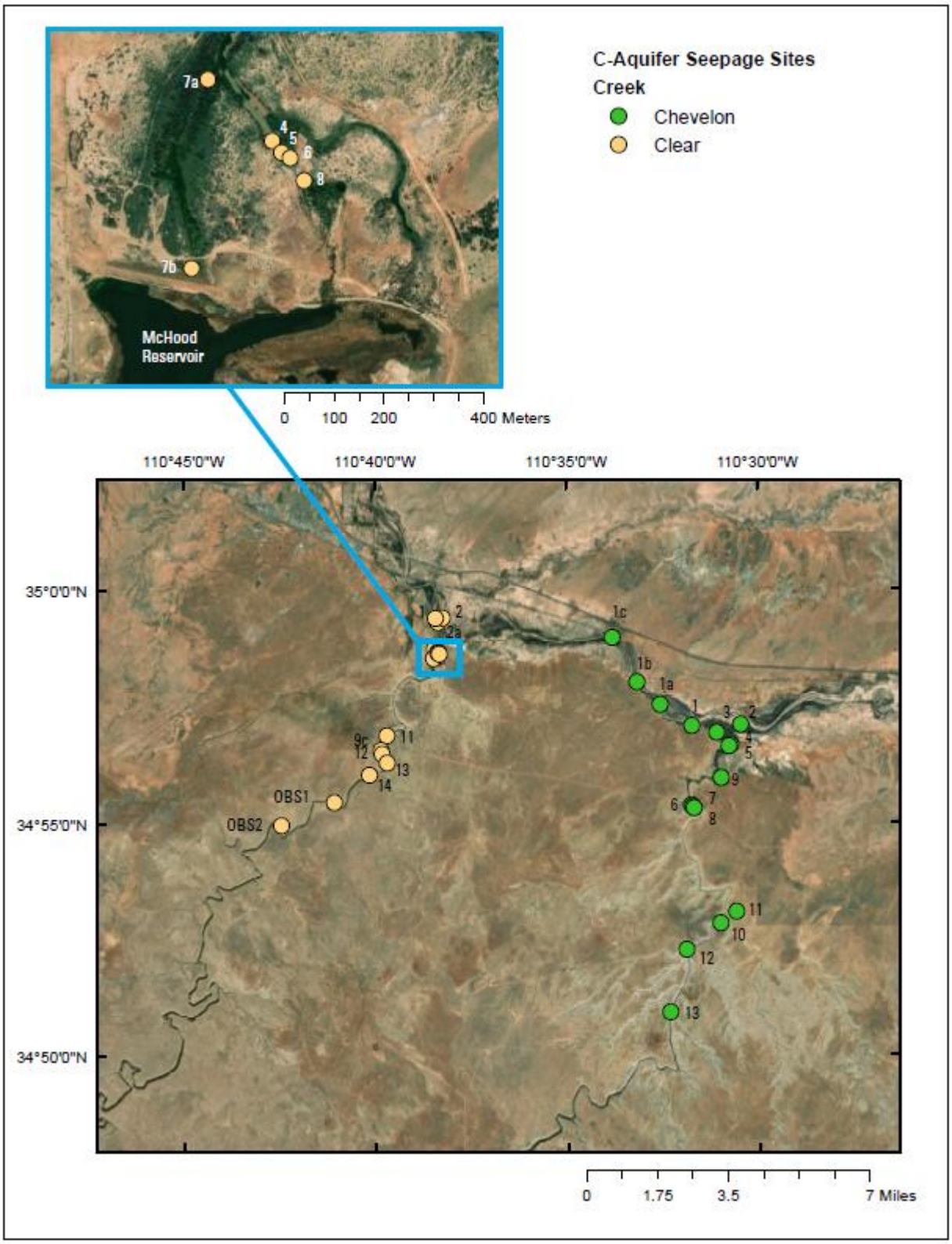


Figure 2. Locations of C-aquifer baseflow investigation sites along Clear Creek, Chevelon Creek, and the Little Colorado River, northeastern Arizona.

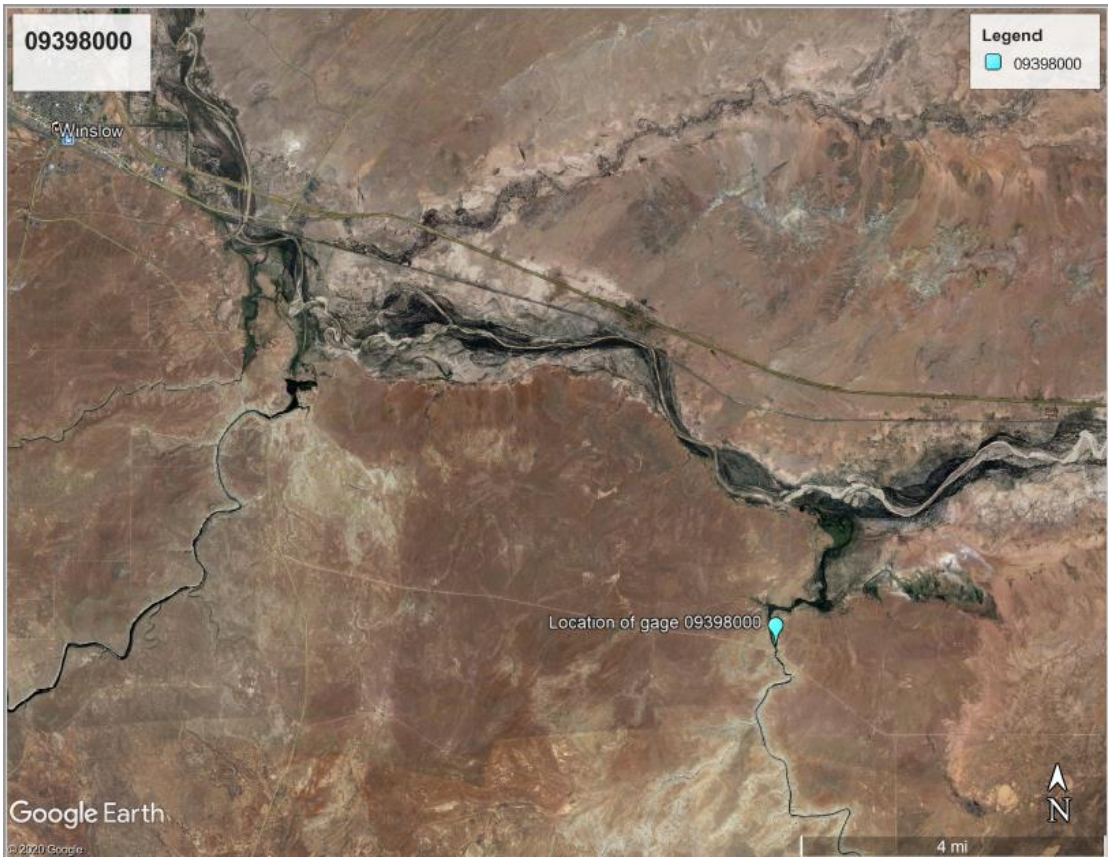


Figure 3. Location of streamgage Chevelon Creek near Winslow, AZ (09398000) (GPS coordinates: 34°55'29.03"N, 110°31'45.20"W).

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jackson Salazar, Plan Reviewer
Date:	01/30/2024
Meeting Date:	02/06/2024

TITLE:

Consideration and Approval of Contract: Professional Services Contract with Ardurra Group, Inc. for on-call professional engineering services to provide Water and Sewer Modeling and Development Impact Analysis (WSIA).

STAFF RECOMMENDED ACTION:

1. Approve the Professional Services Contract with Ardurra Group, Inc. for WSIA on-call professional engineering services for three (3) years in the total amount of $279,000.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

This contract will address the needs of water and sewer modeling and impact analysis which are a requirement of larger developments per city code without using current Engineering On-Call contracts. Additionally, the contract will address the need for longer term infrastructure planning and identifying needed system upgrades.

Financial Impact:

This contract is funded through Water Services Engineering Section – Account # 202-08-305-1070-0-4201 with a budget in FY24 of $93,000. This contract will free up a portion of Ardurra's on-call contract which has a maximum yearly budget of $500,000. WSIA's are billed to the developer so the only realized costs will be to update and maintain, the models and perform additional modeling to identify needed system improvements.

Policy Impact:

No policy impact.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Regional Plan

- Goal PF.2. Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.
- Goal WR.3. Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measure.
- Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized

and newly developed areas of the City to provide an efficient delivery of services.
- Goal WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.
- Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete, and connected places.
- Goal CD.1. Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including maintenance and enhancement of existing infrastructure.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1. Approve the Professional Services Contract Contract in the amount of $279,000, as recommended; or
2. Do not approve the Professional Services Contract and continue to procure services through the current Engineering On-Call list. This alternative would continue to burden the on-call contract with Ardurra which is used for various engineering tasks such as the emergency Spruce Wash Flood Control projects and also does not cover the scope of work presented in this staff summary.

Background/History:

During the City's entitlement process for private development projects, a WSIA is required of developments that hit a threshold as identified by the City of Flagstaff Engineering Design Standards and Specifications for New Infrastructure. Each development is required to submit a request letter with a description of the development as well as a concept plan with enough information to calculate the anticipated water and wastewater demands. The cost of the WSIA is billed to the developer, but the City pays the upfront cost to complete the analysis to a qualified engineering firm. There are about 5-10 WSIAs completed each year.

In addition to the WSIA, the City also manages the water and sewer models at its own cost. The models are utilized to identify needed system improvements and longer term infrastructure planning.

In July 2022, the City of Flagstaff published a new Engineering On-Call list through a competitive and fair solicitation to determine the City's Professional On-Call firms for select disciplines. The request for WSIA services was not requested in the scope of works submitted in the Request for Statement of Qualifications. When that solicitation closed, the firms chosen for the award did not include previous firms who had previously developed the water and wastewater models and had been completing the majority of water and sewer impact analysis for some time. At this time, the City turned to another On-Call Engineering firm, Woodson, to take on the water and sewer impact analysis and associated modeling. Because of the unexpected nature of this change in the on-call contract and the loss of knowledge in the exchange of the previous model, many water and sewer impact analysis were delayed and a new model was created from the 2013 Sewer Master Plan model. Following this change over, Water Services coordinated with the Purchasing Director to solicit Requests Statement of Qualifications for professional engineering services with Statement of Qualifications due by October 13, 2022.There were four responses to this request and on April 4 , 2023, Ardurra was chosen as the highest scoring firm in the fair competitive solicitation.

This new contract will allow the chosen firm, Ardurra, to maintain and update the water and sewer models so that they are able to complete water and sewer impact analysis in a timely and accurate manner.

Attachments: Contract

PROFESSIONAL SERVICES CONTRACT
Contract No.: 2023-24

The Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Ardurra Group, Inc., a Florida Corporation ("Firm").

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

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

SERVICES

1. Scope of Work: Firm shall provide the professional services generally described as follows:

ON-CALL PROFESSIONAL ENGINEERING SERVICES
Water and Sewer Modeling and Development Impact Analysis

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

2. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B* are hereby incorporated by reference by reference and shall apply to performance of this Contract, except to the extent modified in *Exhibit A.*

3. Key Personnel/Subcontractors: Firm'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

4. City Representative: The City Representative is Jackson Salazar, Project Manager or his 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.

5. City Cooperation: City will cooperate with Firm by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Firm's performance of this Contract.

CONTRACT TERM

6. Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed and shall be in force for an initial term of three (3) consecutive years.

7. 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.

8. Termination: The Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto as *Exhibit B.*

PAYMENT

9. Compensation: Firm shall be paid for satisfactory performance of the services in an amount not to exceed **two-hundred seventy nine thousand dollars and no cents ($279,000.00)** for the initial three (3) year contract in accordance with the Water and Sewer Modeling and Development Fee Schedule 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 Firm 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. Firm 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 Firm 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 Firm; provided, however, that the City's reuse without written verification or adaption by Firm for purposes other than contemplated herein is at the City's sole risk and without liability to Firm. Firm shall not engage in any conflict of interest nor appropriate any portion of the City's work product for the benefit of Firm 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, Firm shall immediately deliver to the City copies all of the City's work product and any other documents and data accumulated by Firm in performance of this Contract, whether complete or in process.

INSURANCE

14. Insurance: Firm 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:
Emily Markel
Procurement Specialist
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
emarkel@flagstaffaz.gov

To Firm:
Rick Schuller, PE
Group Leader
Ardurra Group, Inc.
124 N Elden St.
Flagstaff, AZ 86001
rschuller@adurra.com

With a copy to:
Jackson Salazar
Water Services Plan Reviewer
Water Services
City of Flagstaff
2323 N. Walgreen Blvd.
Flagstaff, AZ 86004
Jackson.Salazar@flagstaffaz.gov

16. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

ARDURRA GROUP, INC.:

_____

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

A. Project Description

During the City's entitlement process for private development projects, a WSIA is required of developments that hit a threshold as identified by the City of Flagstaff Engineering Design Standards and Specifications for New Infrastructure. Each development is required to submit a request letter with a description of the development as well as a concept plan with enough information to calculate the anticipated water and wastewater demands.

B. Project Objectives

The primary objectives Water Services needs to accomplish with the services provided by these professional services include the following:

1. Maintain up-to-date water, sewer and reclaimed water models that can be used for planning purposes and developing WSIA's for private development projects. Follow Water Services process for storage and tracking of updates to the master models (this has not been developed yet).

2. Provide exceptional customer service to private developers as they apply for development applications by producing WSIA's in a timely manner.

3. Assist Water Services in identifying needed system improvements and prioritizing those improvements through regular communication of the services provided.

D. Materials Furnished by the City

The following materials will be furnished to the Firm by the City for use in preparation of the work to be performed:

1. Current City of Flagstaff Water and Reclaimed Water Model in WaterGEMS
2. Current City of Flagstaff Sewer Model in SewerCAD
3. Concept Plans and project descriptions provided by developer for the development of WSIA's.

E. Scope of Services

The Scope of Services may include the development of a WSIA for private development projects or feasibility studies for other types of projects within the City of Flagstaff based on the existing water, reclaimed water and sewer models for the whole system as described in the Project Description section above. As changes to the model occur there will also be a need to maintain the model with expansions to the systems as well as removing demands from projects that were never constructed.

1. Length of Services

The length of services will be for an initial term of three (3) consecutive years. The Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties.

2. Applicable Standards

The following standards shall be followed through the design and construction of the improvements, as applicable:

a. City of Flagstaff Engineering Design Standards and Specifications for New Infrastructure most recent edition.

b. Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, most recent edition.

c. Arizona Department of Environmental Quality (ADEQ) rules, standards, and specifications (includes any Federal rules under the Environmental Protection Agency [EPA]).

d. City of Flagstaff Zoning Code most recent addition

3. Work to be Performed by Firm

a. Project Development

The work consists of managing the City of Flagstaff's master water and sewer models through the development of a WSIA as needed for private development applications submitted to the City of Flagstaff, and regular updates to the models as infrastructure projects and development projects are completed.

b. Water and Sewer Model Updates

At the request of the City the Firm shall provide updates to the model as described in the Project description above.

c. Identifying Necessary System Improvements

At the request of the City the Firm shall provide reports and/or scoping documents for needed system improvements.

d. WSIA Reports

Completed WSIA reports shall include the information described below with a final electronic copy and up to five (5) hard copies submitted to the City as requested. In addition to the water and sewer impact analysis, a developer may request a reclaimed water analysis if they intend to connect to the City's reclaimed water system.

On behalf of the City, Firm shall complete all WSIA reports within six (6) weeks of receiving a request letter from Water Services. This timeframe should include 1.5 weeks of rough draft review by City staff.

Completed WSIA reports include at a minimum the following information:

1. Introduction
2. Analysis Summary
3. Water System Analysis
4. Sewer System Analysis
5. Reclaimed Water System Analysis (upon request)
6. Conclusions & Requirements
7. Necessary Figures and Maps
8. Water Peak and Fire Flow tabular reports
9. Sewer Gravity Pipe tabular report

On an annual basis the selected consultant shall clean up, validate, and update the models based on completed development demands, completed infrastructure improvements and fire flow test results provided by the City. This will include one (1) in-person or virtual meeting with City staff, and a submittal of revised models and a report summarizing all updates. This should also include a rough draft and review by City Staff.

e. Firm's Responsibility

i. The Firm has total responsibility for the accuracy and completeness of the water and sewer models and WSIA reports prepared under this contract and shall check all such material accordingly. The models and reports will be reviewed for conformity with applicable standards, procedures, and the terms of the Contract. Review by the City does not necessarily include detailed review of the models or calculations and assumptions made in the development of reports and related details, or the accuracy with which such analyses are completed. The responsibility for accuracy and completeness remains solely with that of the Firm.

ii. The Firm's work shall be performed and/or directed by the key personnel identified in the Water and Sewer Modeling and Development Fee Schedule. Any changes in the indicated key personnel or the Firm's officer in charge of the work, shall be subject to review and written approval by the City.

iii. The model, reports and other documents furnished under this Scope of Work shall conform to the "standards of the industry" quality as acceptable to the City. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct.

4. Administration

a. The City will:

i. Administer the Contract.
ii. Conduct regular reviews of the Firm's submitted work and will furnish technical comments in a timely manner.
iii. Review the Firm's invoices and contractual payments.
iv. Review and evaluate any Firm requests for changes in project personnel from those specified by the Firm.
v. Provide the point of contact for all questions, requests, and submittals.

c. The Firm will:

i. Establish, furnish and maintain suitable office facilities to serve as the Project Office for the duration of the project in the location specified by the Firm.
ii. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the Project.
iii. Provide technical references, cellular phones, laptops/tablets, printer, and other equipment deemed necessary to complete the tasks. The Firm must provide technical support for their equipment.

ARDURRA

2023 Standard Rates
Water and Sewer Modeling and Development
FEE SCHEDULE

Engineering			
2099	Principal	$	270.00
2050	Practice Director	$	250.00
2045	Engineering Dept. Manager/Project Manager - Sr.	$	240.00
2040	Project Manager - Sr./Project Engineer - Sr.	$	200.00
2030	Project Manager/Project Engineer - Sr.	$	180.00
2020	Project Engineer - Sr.	$	165.00
2010	Project Engineer	$	150.00
1030/1040/1050	EIT	$	135.00
1010	Engineer Student Intern	$	60.00
Surveying			
5099	Survey Manager (RLS)	$	200.00
5090	Survey Project Manager/Registered Land Surveyor - Sr.	$	175.00
5040	Registered Land Surveyor	$	150.00
5080	Survey Project Manager (Non RLS)	$	140.00
5039	Project Surveyor (LSIT)	$	135.00
5070	Party Chief - PLS	$	150.00
5050	Chief of Survey Crews	$	120.00
5020	Survey Tech/Operator 2	$	100.00
5010	Survey Tech/Operator 1	$	80.00
5033	R/W Project Coordinator	$	120.00
9993	3-Person Survey Crew	$	220.00
9992	2-Person Survey Crew	$	180.00
9991	1-Person Survey Crew	$	135.00
9994	Staking Survey Crew	$	150.00
9995	Specialty Survey Crew	$	200.00
CADD			
3045/3060	Design Manager	$	150.00
3050	Design Leader/Supervisor	$	130.00
3010/3020/3030/3040	Designer	$	110.00
Construction Management			
2099	Principal	$	270.00
4050	Construction Manager	$	200.00
4040	Resident Engineer	$	180.00
4030	Inspection Supervisor	$	170.00
4038	Sr. Inspector/Construction Observer	$	160.00
4020	Inspection/Construction Observer	$	140.00
1030/1040/1050	EIT	$	135.00
6020	Construction Admin/Coordinator	$	95.00
Administration			
6030	Administration - Management	$	150.00
6020	Project Coordinator	$	95.00
6010	Administrative Assistant	$	85.00
7120	Public Information Officer Project Manager	$	180.00

Other Direct Expenses*			
	Mileage (Project) per mile		$0.625
	Lodging (at cost per day)		$99.00
	Meals (at cost per day)		$59.00
	Reproduction Charges (per sheet)		
	Copying 8.5" x 11"	$	0.10
	Copying 11" x 17"	$	0.15
	Large Format (24" x 36" or 22'x34") Bond		$1.50
	Large Format (24" x 36" or 22'x34") Vellum		$12.50
	Large Format (24" x 36" or 22'x34") Mylar		$12.50
	Ranger ATV (per vehicle per day)		$100.00

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

**Include expenses which are incurred specifically for a particular task & would not be included in normal Overhead.

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: I**f 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: I**n 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: I**f 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 Combined Single Limit Per Accident for Bodily Injury & Property Damage	$1,000,000

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$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.

9. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Amy Hagin, Assistant Parks and Recreation Director
Date:	01/30/2024
Meeting Date:	02/06/2024

TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with ExerPlay, Inc. for the Ponderosa Trails Park playground replacement in the amount of $138,821.35.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract in the amount of $138,821.35 with ExerPlay, Inc. replacing the aged playground with a new playground as a turnkey project through the 1GPA Cooperative Purchasing Agreement #23-07P-04; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Approval of this Cooperative Purchase Contract with ExerPlay, Inc. will allow the City to purchase a turnkey (installed) play structure including demolition and haul away of the existing playground at Ponderosa Trails Park. Playground inspection certified Parks staff evaluated all play structures in the City's park grounds system and identified Ponderosa Trails Park play structure as the highest priority for replacement as part of the PROSE Division BBB-Recreation 5-Year Capital program, as strategically planned with the Parks and Recreation Commission.

The project will provide a new play structure and swing sets to the popular neighborhood park with the top ranked design selected by the Ponderosa Trails Neighborhood Home Owners' Association through outreach from the Division. Three potential designs were provided with one shining as the top choice from the park users.

Financial Impact:

The amount of $150,000 is budgeted within account 055-11-158-3067-5-4433. Leftover funds will be a carry forward into the next fiscal year for the next play structure to replace.

Policy Impact:

There are no policy impacts.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Livable Community: Provide amenities and activities that support a healthy lifestyle

Carbon Neutrality Plan

IR-2: Ensure equity, accessibility, and inclusion across all City of Flagstaff Parks and Recreation facilities, helping all members of the Flagstaff community to meet their health and wellness needs

Regional Plan

REC.1.5: Incorporate sustainable building and maintenance technologies and universal design into parks and recreation facilities

Has There Been Previous Council Decision on This:

There has not been a previous Council decision on this cooperative purchase contract.

Options and Alternatives:

1. Approve the Cooperative Purchase Contract in the amount of $138,821.35 with ExerPlay, Inc. replacing the aged playground with a new playground as a turnkey through the 1GPA Cooperative Purchasing Agreement #23-07P-04; and
2. Authorize the City Manager to execute the necessary documents.

Background/History:

During the calendar year of 2021, staff worked with the Parks and Recreation Commission to create a capital priorities list to build the BBB Recreation 5-Year Capital program. This strategic planning effort brings forward funds each fiscal year to replace aged playground equipment throughout the parks system. The funds budgeted per fiscal year total $150,000 per year, and any leftover funds are carried forward into the next fiscal year to build the fund balance for larger pieces of equipment.

Playground inspection certified Parks staff evaluated all playground equipment in the park grounds system and created a priority list of aged equipment for replacement, which vary in size and ages of play style. The play structure at Ponderosa Trails Park is the highest priority for replacement due to age, obsolete parts and components no longer able to repair through a fiscally responsible lens.

Staff performed outreach through the residential homeowner association soliciting feedback on three potential designs of play including a swing set. The feedback was overwhelming with a choice on the proposed design plus a desire for more swings. Parks staff worked with the manufacturer to spatially plan for additional swings as requested by the community and neighborhood park users. Ensuring accessibility and inclusive play for all were key ingredients to all three potential designs.

The Procurement Section identified a cooperative purchase agency contract to utilize the purchase of playground equipment and services. 1GPA is a State of Minnesota local government agency, Procurement Department, Public Sector that conducted a competitive and open procurement process through Request for Proposal Solicitation No.# 23-07P that resulted in Contract #23-07P-04, with Contractor Procurement staff that determined the procurement was a fair and competitive process, and that the resulting cooperative purchase contract is applicable to this project.

Key Considerations:

The cooperative playground manufacturer will provide demolition and hauling of the existing structure along with installation of the new structure, enabling Parks staff to focus on daily operations. The turnkey quote is competitive and does not exhaust all budgeted funds, which creates a carry forward to add to next fiscal years' balance for another play structure replacement.

Community Benefits and Considerations:
Ponderosa Trails Park is a neighborhood park with nearly 700 residences nearby to enjoy usage.

Attachments: Cooperative Agreement
Concept Design
Plan View Layout

COOPERATIVE PURCHASE CONTRACT
Contract No. 2024-116

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Exerplay, Inc., a State of New Mexico corporation ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of playground equipment;

B. 1GPA a State of Minnesota local government agency, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. #23-07P that resulted in Contract #23-07P-04 with Contractor ("Agency Contract"); and

C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to the City the materials and or services, as specified in the Scope of Work attached as *Exhibit A*, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

PONDEROSA TRAILS PARK - PLAYGROUND EQUIPMENT, SAFETY SURFACING, INSTALLATION

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as *Exhibit A* and incorporated by reference.

3. Payment: Payment to Contractor for the materials and or services provided for **One Hundred Thirty-Eight Thousand Eight Hundred Twenty-One Dollars and Thirty-Five Cents ($138,821.35), in addition to other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the amendment price increase is less than $50,000; otherwise, City Council approval is required.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as *Exhibit B*, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance

under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

8. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Emily Markel
Procurement
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
EMarkel@flagstaffaz.gov
Phone: 928-213-2276

To Contractor:
Jordin Tibbetts
Exerplay, Inc.
PO Box 1160
Cedar Crest, NM 87008
jordin@exerplay.com

With a copy to:
Gino Leoni
Parks Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
gleoni@flagstaffaz.gov
Phone: 928-213-2174

9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

Exerplay, Inc.:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

Last Updated October 30, 2023

EXHIBIT A
SCOPE OF WORK
(attached)

1. Quote from Exerplay, Inc. JB122223-1, 2 pages

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505. 281.0155
Toll Free 800.457.5444
www.exerplay.com

DATE	NUMBER
12/21/2023	JB122223-1
TERMS:	SCG Terms

QUOTATION prepared for:

Flagstaff, City of
1GPA Contract

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155 or
email to: jordin@exerplay.com

ITEM	DESCRIPTION	QTY	COST	TOTAL
Project	PONDEROSA TRAILS PARK - PLAYGROUND EQUIPMENT, SAFETY SURFACING, INSTALLATION			
	LANDSCAPE STRUCTURES, INC.			
LSI	Smart Play® (5-12 years) PHASE-1, Design 23493D	1	60,020.00	60,020.00T
Disc - 1...	1GPA Contract Discount - Contract #23-07P-04	1	-5.00%	-3,001.00T
Freight	Freight/Shipping Charges (150-23-1669)	1	5,460.00	5,460.00T
Install	Installation of Playground Equipment, Design 23493D (09068-1)	1	15,269.00	15,269.00T
Removal	Remove/dispose existing: Play structure, 2-Bay arch swing (09068-1)	31.62	250.00	7,905.00T
	SAFETY SURFACING			
EWF	Engineered Wood Fiber, priced per CY (14029)	193	26.50	5,114.50T
Disc - 1...	1GPA Contract Discount - Contract #23-07P-04	1	-5.00%	-255.73T
Freight	Freight/Shipping Charges (14029)	2	1,084.00	2,168.00T
Install	Installation of EWF, priced per CY (09068-1)	193	25.25	4,873.25T
Excava...	Excavate/dispose EWF @ 12" depth (3,174) SF, (09068-1)	44.1	325.00	14,332.50T
Excava...	Excavate/dispose curb 6"x12" (45) LF, (09068-1)	10.06	325.00	3,269.50T
Excava...	Excavate/dispose inert material @ 12" depth (266) SF, (09068-1)	5.1	325.00	1,657.50T
Mobiliz...	Mobilization Fee (09068-1)	1	14,191.00	14,191.00T

Msg I

Pricing is for the above listed material and installation only and does not include storage, security, site preparation, security fencing, prevailing wages, TERO wages, permitting, hard dig conditions, or any applicable bonds. Any necessary permits or special inspections are the responsibility of the General Contractor or End Owner. To obtain a performance/payment bond, please add 3.5%, plus appropriate tax, of the total to this quote.

- NOTE - ExerPlay reserves the right to revise pricing if any portion of this quote is changed or removed and may result in a delay in ordering materials for this project.

Hard Dig

Pricing and timeline are contingent on standard digging conditions. Should abnormal soil conditions, rock, caliche, subterranean water, utilities that aren't marked via standard One Call line locate or other reasonably unforeseen conditions be encountered that require a variance in the plans and specifications or performance of additional work, equipment or blasting then owner or general contractor agrees to execute a Change Order, which provides for the reimbursement of additional costs incurred by reason of such conditions and supervisory fee and for an extension of the time of completion.

-CONTINUED ON NEXT PAGE-

REP
JG

Quote prepared by Jordin Tibbetts
jordin@exerplay.com

TOTAL

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505. 281.0155
Toll Free 800.457.5444
www.exerplay.com

DATE	NUMBER
12/21/2023	JB122223-1
TERMS:	SCG Terms

QUOTATION prepared for:

Flagstaff, City of
1GPA Contract

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155 or
email to: jordin@exerplay.com

ITEM	DESCRIPTION	QTY	COST	TOTAL
Terms	Billing and Payment Terms: Unless otherwise negotiated and agreed upon, ExerPlay's billing terms are Net 30 from the date of the invoice, with approved credit. ExerPlay's process is to bill the customer when their equipment ships. Installation is billed upon completion. Bonds are billed when ordered. *New Customers are required to pay a deposit on equipment at time of order. Deposit amount to be determined, based on credit. The remainder of that equipment, including freight, will be billed when it ships. Installation is billed upon completion. Bonds are billed when ordered. If paying by credit card, there will be a 3.5% fee added to the invoice.			
JG	For more information please contact Justin Galion at (928) 533-4224, or justin@exerplay.com - PRICING IS GOOD FOR 30 DAYS -			
	Sales Tax: FLAG-COC-015-C		7,817.83	7,817.83

REP
JG

Quote prepared by Jordin Tibbetts
jordin@exerplay.com

TOTAL $138,821.35

EXHIBIT B
AGENCY CONTRACT
(attached)

1. 1GPA Contract #23-07P-04 43 Pages
2. Contact Extension 2 Pages

NATIONAL PURCHASING COOPERATIVE

Contract Extension/Amendment

August 23, 2023

Exerplay Inc.
P.O. Box 1160
12220 N. Hwy 14, Suite I
Cedar Crest, NM 87008
Attn: Michelle McKean (michelle@exerplay.com)

Re: Extension Agreement for Contract #23-07P-04, Playground Solutions

The above referenced contract is hereby mutually extended for an additional one (1) year period until November 16, 2024. This is the second year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:**

- ☑ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- ☑ Proof/Verification of ROC Licensing in good standing (if applicable).
- ☐ Proof of any other applicable licensing related to your contract.
- ☐ Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- ☐ Updated Contact Information Sheet completed.

Please check ONE of the following appropriate boxes regarding pricing:

☑ No price updates at this time. Current pricing on file is accurate.

☐ Our contract utilizes a firm-fixed price list. We are providing an updated fixed price list for 1GPA's review (attached).

☐ Our contract pricing is based on a percentage discount off list price. We have provided new price lists for 1GPA's review. Please see the attached updates. *Note: Percentage Discounts remain the same as per contract terms and conditions.*

☐ We have provided an updated cost form that includes adjustments to our labor and services rates for 1GPA's review.

If any of the boxes were checked regarding pricing updates; please include a brief description of the update here:

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for review and utilizing the same format provided in the contractor's original proposal.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and in accordance with ARS § 35-394, the vendor is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors or suppliers thereof.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature: Michelle McKean	
Printed Name: Michelle McKean	
Title: Project Coordinator/Purchasing Contracts	Date: 9/7/2023
1GPA Authorized Signature: Christy Knorr	
Printed Name: Christy Knorr	
Title: President	Date: 9/20/2023
Pinal County ESA Authorized Signature: Jill M. Broussard	
Printed Name: Jill Broussard	
Title: Superintendent	Date: 9/21/2023

October 26, 2022

Exerplay Inc.
PO Box 1160, 12220 N Hwy 14, Ste I
Cedar Crest, NM 87008
michelle@exerplay.com

Attn: Michelle McKean

1GPA is pleased to announce that your company has been awarded a contract for the following products and/or services based on your firm's proposal submitted to 1GPA in response to Invitation For Bid # 23-07P for Playground Solutions:

Commodity/Contract Title:	***Playground Solutions***
Contractor/Vendor:	***Exerplay Inc.***
Contract Number:	**23-07P-04**

The contract is effective November 16, 2022 and will expire on November 16, 2023. The contract may be renewed annually for up to an additional four years, if mutually agreed to by 1GPA and your firm.

This contract will replace your current contract 18-04P-03 Playground Solutions upon its expiration.

Exerplay Inc. has been awarded a National Contract with 1GPA and may be utilized anywhere in the United States, however, this is a multiple award and the Lead Agency may or may not utilize your firm's products/services.

The 1GPA partnership can be of great help to participating agencies. Please feel free to provide copies of this letter to your sales representative to assist in their work. Please review the Vendor Welcome Guide that is included in the Award Notification Email.

If you have any questions or concerns, please feel free to contact Christy Knorr at the 1GPA office via email at cknorr@1GPA.org. We look forward to working with you and your team!

Sincerely,

Christy Knorr

Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

DETERMINATION: MULTIPLE AWARD
Playground Solutions
Invitation For Bid # 23-07P

In accordance with the requirements of A.A.C. R7-2-1031, a multiple award is necessary, advantageous, and is in the best interest of the 1GPA Members.

The basis for determining whether to award a multiple contract, as stated in the IFB, is based upon consideration for Members' experience with existing products and systems, continuity for parts replacement and future expansion, contractor's ability to provide for a large diverse Membership and geographic areas served. The awards will be limited to the least number of Bidders that 1GPA determines is necessary to meet the needs of its members. The actual use of the contract will be at the sole discretion of the Members.

Recommended for Award (alpha order):

ALTITUDE RECREATION INC.	• Offers 4 unique manufacturers • Offers design, installation, inspection, maintenance/repair, and training • Responded to 7 of 8 market basket categories, ranked lowest tier in 4 • Second lowest bond rate • Serves members located in AZ, CO, NM and West TX • No active exclusions or restrictions through the System for Award Management
ARIZONA RECREATION DESIGN INC.	• Offers 6 unique manufacturers • Offered the best discounts amongst common manufacturers • Offers design, installation, inspection, and maintenance/repair services • Responded to 7 of 8 market basket categories, ranked lowest tier in 4 • Serves members in AZ and NM • The firm has no active exclusions or restrictions through the System for Award Management
DAVE BANG ASSOCIATES INC.	• Offers 22 unique manufacturers • Offered the second-best discounts amongst common manufacturers • Offers design, installation, inspection, maintenance/repair services • Responded to 6 of 8 market basket categories, ranked lowest tier in 4 • Offers consulting services at no additional charge • Serves members in AZ and CA • No active exclusions or restrictions through the System for Award Management
EXERPLAY INC.	• Offers 24 unique manufacturers

	• Offers installation, inspection, maintenance/repair, expert witness and training services • Offers design and consulting at no additional charge • Responded to all 8 market basket categories, ranked lowest tier in 5 • Ranked first (tied with Miracle Playgrounds) in the waterplay category and was one of only two vendors to provide pricing on all items therein • Serves members in AZ, AK, HI, NV, NM, and TX - Regions 1, 2 & 14-20 • No active exclusions or restrictions through the System for Award Management
FLEXGROUND LLC	• Manufactures their own product line • Offers site preparation and labor for other related services • The only vendor to provide Flexground products on a national basis – other vendors offering this product line are localized. • No active exclusions or restrictions through the System for Award Management
KIDSTUFF PLAYSYSTEMS INC.	• Manufacturer of their own product line – IPEMA certified • Offers third party installation and expert witness services • Offers design, inspection of Kidstuff Playgrounds, consulting, and training at no additional charge • Lowest bond rate • Serves members nationally • No active exclusions or restrictions through the System for Award Management
MIRACLE PLAYGROUND SALES	• Offers 7 unique manufacturers and manufacturers their own product line • Offers installation and maintenance/repair services • Offers design and consulting services at no additional charge • Responded to all 8 market basket categories, ranked lowest tier in 6 • Ranked first (tied with Exerplay Inc.) in the waterplay category and was one of only two vendors to provide pricing on all items therein. • Serves members in AZ, CA and NV • No active exclusions or restrictions through the System for Award Management
PLAY IT SAFE PLAYGROUNDS AND PARK EQUIPMENT INC.	• Offers 9 unique manufacturers • Offers full services site prep, installation and other related services • Responded to 7 of 8 market basket categories, ranked lowest tier in 7 • Serves members in AZ and NV • No active exclusions or restrictions through the System for Award Management
SHADE 'N NET OF ARIZONA INC.	• Manufacturer of their own product line • Offers installation and maintenance/repair services • Offers design services at no additional charge • Ranked first for the market basket shade structures category • Provides products for members nationally and services for members in AZ, CA, NV, NM, and UT • No active exclusions or restrictions through the System for Award Management

SYNTHETIC TURF RESOUCES (STR) DBA SYNLAWN	• Manufacturer of their own product line • Offers installation at price per square foot – all other services such as design, inspection, maintenance/repair, etc. are included in the product price • Ranked first for the market basket playground surfaces category • Serves members nationally • No active exclusions or restrictions through the System for Award Management

Each of the recommended vendors offer different product lines and specialized services needed to meet the needs of the Members. There are many subcategories encompassed in the playground commodity including but not limited to: independent play, outdoor fitness, play structures, playground surfaces, waterplay, shade structures and prefabricated/engineered structures among other things. A multiple award ensures Members will have access to a variety of vendors covering all aspects of playground creation and maintenance to support their needs. No one vendor can meet all the needs of 1GPA Members for playground solutions.

1GPA recommends Members prepare a Written Determination that specifies the reasons the vendor was chosen to satisfy the requirements of Arizona rule R7-2-1004 Written Determinations: "Written determinations required by Articles 10 and 11, including for any specified professional services, construction, construction services or materials to an entity selected from a qualified select bidders list or through a school purchasing cooperative, shall specify the reasons for the determination, including how the determination was made."

Based upon these factors, the Lead Agency and 1GPA have determined the necessity of a multiple award for playground solutions. A single award is not advantageous to 1GPA's Members. The contract award recommendation is to the least number of suppliers necessary to meet the needs of 1GPA Members.

Not Recommended for Award:

- Competitive Edge Contracting
- SHADE Industries
- T.F. Harper & Associates LP

Christy Knorr

Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

Jill M. Broussard

Jill Broussard, Superintendent
Mary C. O'Brien Accommodation
School/Pinal County ESA

The following is a Cooperative Solicitation, released via Mary C. O'Brien Accommodation School/Pinal County ESA as the lead agency of 1Government Procurement Alliance:

Invitation for Bid # 23-07P
Playground Solutions

Bid Due Date and Time: September 27, 2022 at 11:00 A.M. Arizona Time

IFB Opening Location: Opening will be held publicly virtually:
Join Zoom Meeting:
https://us06web.zoom.us/j/5812883005
Meeting ID: 581 288 3005
+1 669 444 9171 US
https://us06web.zoom.us/u/kd5Yqtqwcn

Electronic Submittals: OpenGov Procurement – https://procurement.opengov.com/portal/1gpa
See enclosed information for submittal instructions.

Last Day for Questions: September 14, 2022 at 5:00 P.M. Arizona Time

Optional Pre-Bid Conference: August 31, 2022 at 10:00 A.M. Arizona Time virtually
Join Zoom Meeting:
https://us06web.zoom.us/j/5812883005
Meeting ID: 581 288 3005
+1 669 444 9171 US
https://us06web.zoom.us/u/kd5Yqtqwcn

In accordance with the Arizona procurement code and rules, Competitive Sealed Bids for the materials or services specified will be received electronically by 1GPA, via OpenGov Procurement, until the time and date cited. Bids received by the correct time and date shall be opened, via OpenGov Procurement, and the vendor's name and pricing shall be publicly read at the location indicated above. All other information contained in the Bid shall remain confidential until award is made. Late solicitations shall not be considered.

To be considered, solicitations shall be submitted electronically via OpenGov Procurement, https://procurement.opengov.com/portal/1gpa. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. Additional instructions for preparing a solicitation are provided herein. Bidders are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Invitation for Bid should be directed to:

Rebecca Seifert, Procurement Specialist
Email: rseifert@1gpa.org
Phone: 866-306-3893

Christy Knorr

Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

Jill Broussard

Jill Broussard, Superintendent
Mary C. O'Brien Accommodation School/Pinal County ESA

Date Issued: August 17, 2022

TABLE OF CONTENTS

Documents Referenced	Page 3
Introduction	Page 4
Definition of Terms	Page 5
Uniform Instructions to Bidders	Page 6
Uniform Terms and Conditions	Page 11
Special Terms and Conditions	Page 19
Scope of Work	Page 28
Submittal Requirements	Page 34
FORM – Bid Bond	Page 36
FORM – Performance Bond	Page 37
FORM – Payment Bond	Page 38
Exhibit A – OpenGov Procurement Submission Instructions	Page 39

DOCUMENTS REFERENCED

You may access a complete copy of the documents referenced within this solicitation at the following web addresses:

Arizona:

Arizona Revised Statutes (A.R.S.) is available at
http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://apps.azsos.gov/public_services/Title_07/7-02.pdf

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state, visit the 1GPA website able at: http://1gpa.org/state-statutes/

Local Governments website (USA.gov): http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Federal:

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at
http://www.irs.gov/pub/irs-pdf/fw9.pdf

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326
https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml

INTRODUCTION

Who are we?

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors.

Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

What do we do?

We provide contracts for a broad range of commodities and services that are available to the Cooperative eligible members through a government purchasing cooperative or Interlocal agreement. All of our contracts are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

Contracts are approved and awarded by 1GPA's lead governmental entities and are only available for use and benefit of all entities complying with state procurement laws and regulations.

Why are we preferred?

The Cooperative's pooled purchasing power means public and private schools, cities, counties and state agencies, non-profits, as well as colleges, universities and Native American communities **can save actual budget dollars** on our contracts utilizing best business practices.

Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

We service our members by providing in-house knowledge of public procurement practices in conjunction with quality business practices to mainstream the purchasing process for large and complex solicitations that can take up to 6 to 12 months for our members on their own.

We pride our firm on our commitment to compliance, innovation, and collaboration.

As a government purchasing cooperative, 1GPA offers its Members access to a broad range of vendors whose goods and services have been competitively procured by 1GPA, in coordination with its governmental lead agencies. When conducting competitive solicitations, 1GPA takes all steps necessary to comply with federal, state and local procurement laws applicable to both the Lead Agency identified in the solicitation, as well as to 1GPA. Each Member must make its own independent determination as to (1) whether the Member may, under laws applicable to the Member, lawfully purchase particular goods or services through purchasing cooperatives, and (2) whether the Member must comply with any additional procedures required under laws applicable to the Member prior to completing a cooperative purchase. 1GPA makes no representations or warranties to its Members, or to any vendors, regarding such matters.

DEFINITION OF TERMS

A complete list of definitions can be found in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

"Attachment" means any item the Solicitation requires the Bidder to submit as part of the Bid.

"Bidder" means a person submitting a Bid in response to an Invitation for Bids

"Contract" means the combination of the Solicitation, including the Special Instructions to Bidders, Special Terms and Conditions, and the Specifications and Statement or Scope of Work/Services; the Bid; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

"*Contract Amendment"* means a written document signed by the 1GPA that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the 1GPA.

"Cost" means the aggregate cost of all materials and services, including labor performed by force account.

"Days" means calendar days and shall be computed pursuant to A.R.S. 1-243.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

"Governing Body" means any group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc., which has the authority to make fiduciary decisions for a Member organization.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

"*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

"Member" means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by 1GPA.

"Offer" means a response to a Solicitation.

"Offeror" means a person submitting an offer in response to a Solicitation.

"Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.

"Procurement Officer" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this Solicitation or his or her designee.

"Purchase Order or PO" means the agreed-upon purchase order or other form of binding contract document between the 1GPA member and the Vendor which is used in making a purchase under a 1GPA contract.

"Responsible Bidder or Offeror" means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

"Responsive Bidder or Offeror" means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.

"Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposal ("RFP"), or a Request for Quotations ("RFQ").

"Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

UNIFORM INSTRUCTIONS TO BIDDERS

1. **Inquiries**

A. **Duty to Examine** - It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing, and check its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for withdrawing the Bid after the Bid due date and time nor shall it give rise to any Contract claim.

B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.

C. **Submission of Inquiries** - Questions and/or clarifications concerning this IFB will be accepted in writing through September 14, 2022, by 5:00 p.m. Request may be transmitted via email or submitted through the OpenGov Procurement online portal. Responses and amendments to this IFB, if necessary, are scheduled to be issued by September 19, 2022 by 5:00 p.m. No Bidder may rely upon oral responses made by any 1GPA employee or any representative. Questions and/or clarifications concerning this IFB shall be directed to Rebecca Seifert, Procurement Specialist at rseifert@1GPA.org or submitted via the OpenGov Procurement portal located at https://procurement.opengov.com/portal/1gpa.

D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Bidders adjusting their Bid based on oral instructions by any member of 1GPA or lead agency personnel.

E. **Pre-Bid Conference** - If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. A Bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

F. **Bid Opening:** Bids shall be electronically submitted via OpenGov Procurement prior to the specified due date and time. Bids shall be opened immediately following the bid due date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Bidder and the pricing submitted will be read at this time. All Bids and any modifications and other information received in response to the Invitation for Bid shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Bids and evaluation document shall be open for public inspection.

G. **Time Stamp**: Bids will be time stamped when received by OpenGov Procurement. Bids will be accepted up to but no later than the time indicated in the Invitation for Bid (IFB). Bids received after the time stated in the IFB will not be considered and will remain unopened. Bidders assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Bid Due Date and Time to begin the uploading process and to finalize your submission.

H. **Persons with Disabilities** - Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. **Bid Preparation**

A. **Forms:** - A Bid shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. **Typed or Ink Corrections**. - The Bid should be typed or in ink. Erasures, interlineations or other modifications in the Bid should be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under R7-2-1030.

C. **Signature(s) on Bids** - The Bid and Contract Acceptance document should be submitted with an original ink signature or electronic signature by the person authorized to sign the Bid. Failure to sign the Bid and Contract Acceptance document may result in rejection of the Bid.

D. **Exceptions to Terms and Conditions** - All exceptions included with the Bid shall be submitted in a clearly identified separate section of the Bid in which the Bidder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

E. **Subcontracts** - Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Bid.

F. **Cost of Bid Preparation** - 1GPA will not reimburse any Bidder the cost of responding to a Solicitation.

G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum should be acknowledged by the person signing the Bid. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Bid.

H. **Provision of Tax Identification Numbers** - Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Bid and Acceptance form and provide the tax rate and amount, if applicable, on the Price Sheet.

I. **Taxes**:

1. **Federal Excise Tax** - Arizona School Districts/public entities are exempt from certain Federal Excise Tax on manufactured goods.

2. **Transaction Privilege Taxes** - Arizona School Districts/public entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.

3. **Property Taxes** - Arizona School Districts/public entities do not pay state property taxes.

4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.

5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.

All Other States - Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.

J. **Disclosure** - If the firm, business, or person submitting this Bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

K. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

1. Addenda/Amendments;
2. Special Terms and Conditions;

3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments;
6. Exhibits;
7. Special Instructions;
8. Uniform Instructions to Bidders.

L. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. **Submission of Bid**

A. **Bid Submission** - Each Bid shall be submitted electronically to OpenGov Procurement by the due date and time at https://procurement.opengov.com/portal/1gpa. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. 1GPA will not consider a bid submitted by any other method other than OpenGov Procurement.

B. **Bid Amendment or Withdrawal** – A Bidder may modify or withdraw a Bid in writing at any time before Bid opening if the modification or withdrawal is received before the Bid due date and time designated in the Solicitation. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under R7-2-1028.

C. **Public Record/Confidentiality** - Under applicable law, all Bids submitted and opened are public records and must be retained by 1GPA. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by 1GPA pursuant to R7-2-1006.

If Bidder believes that its Bid contains trade secrets or other proprietary data not be disclosed as otherwise required by A.R.S. §39-121, a statement advising 1GPA of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. Requests to deem the entire Bid as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

D. **Certification** - By signing the Bid and Acceptance form or other official contract form, the Bidder certifies that:

1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Bid for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid and that the Bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O) has occurred; and

2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, including, Federal Executive Order 11246, Arizona State Executive Order 99-4, 2000-4, A.R.S. §41-1461 through 1465; and

3. The Bidder warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and

4. The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection

of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law; and

5. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and

6. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and

7. In accordance with ARS § 35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.

8. The Bidder warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393 and Texas Gov't Code 2270.002.

9. The Bidder warrants that it shall comply with the fingerprinting requirements, unless otherwise exempted, in accordance with A.R.S. § 15-512.

4. **Additional Information**

A. **Unit Price Prevails** - Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. **Taxes** - The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the lowest Bidder.

C. **Late Bids, Modifications or Withdrawals** - A Bid, Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in R7-2-1028(B).

D. **Disqualification** - The Bid of a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. **Bid Acceptance Period** - A Bidder submitting a Bid under this Solicitation shall hold its Bid open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Bid acceptance, the number of days shall be ninety (90).

F. **Payment** - Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

G. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:

1. Waive any minor informality;
2. Reject any and all Bids or portions thereof; or
3. Cancel the Solicitation.

5. **Award**

A. **Number or Types of Awards** - Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, or categories, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Bidders that 1GPA determines is necessary to meet the needs of its Members.

B. **Contract Inception** - A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Bid is accepted in writing by 1GPA and the Lead Agency with an authorized signatures on the Bid and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Bid.

C. **Effective Date** - The effective date of this Contract shall be the date that 1GPA and the Lead Agency signs the Bid and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with 1GPA/lead agency representative, Christy Knorr, Vice President.

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
2. The signature of the interested party or the interested party's representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

B. The interested party shall supply any other information requested by 1GPA or lead agency within 10 days of the request.

C. The interested party may file a written request with the district representative for an extension of the time limit for providing additional information set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information with the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for submission of the filing.

D. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.

E. In cases other than those covered in section D of the section, the interested party shall file the protest within 10 days after 1GPA makes the procurement file available for public inspection.

F. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the 1GPA Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of 1GPA that resulted in the interested party being unable to file the protest within the 10 days. The 1GPA representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM TERMS AND CONDITIONS

1. **Cooperative Purchasing** –

   A. **Cooperative Purchasing** - This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.

   B. **Cooperative Purchasing Agreements** - Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.

   C. **Cooperative Purchasing Contracts** - Bidder agrees all prices, terms, warranties, and benefits granted by Bidder to Members through this contract are comparable to or better than the equivalent terms offered by Bidder to any present customer meeting the same qualifications or requirements.

   Nothing in this solicitation is intended to establish a most favored customer relationship between 1GPA and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

   D. **Non-Exclusive Contract** - Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.

   E. **Lead Agency** - A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this IFB is Mary C. O'Brien Accommodation School/Pinal County ESA.

2. **Contract Interpretation**

   A. **Application of Law** - The Arizona Procurement Code, Title 41, Chapter 23, applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

   For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which 1GPA is conducting business under this contract. It is the responsibility of the awarded vendor and member to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract.

   B. **Implied Contract Terms** - Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

   C. **Relationship of Parties** – Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.

   D. **Severability** - The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.

   E. **No Parol Evidence** - This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

   F. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

A. **Records** - Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

B. **Audit** - At reasonable times during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

C. **Inspection and Testing**. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.

D. **Notices** - Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Bid and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

E. **Advertising and Promotion of Contract** - Bidder shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.

F. **Administration Fee** - 1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the Bidder's net pricing and is the responsibility of the contractor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor's unit prices and is not to be charged directly to the customer in the form of a separate line item.

G. **Usage Reports –** The Usage Report will be the established communication between the awarded contractor and 1GPA of all contract activity. The contractor shall provide contract Usage Reports to 1GPA on a regular schedule as established by the contractor. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.

H. **Submission of Usage Reports** – Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report via the 1GPA Vendor Portal.

I. **Purchase Orders/Contracts -** All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation. 1GPA awarded vendors will need to verify the entity is a Member by checking the membership list at the link below before accepting Purchase Orders. If the entity is not on the membership list then the vendor will need to request the entity to reach out to 1GPA and sign and get approved the 1GPA membership.

https://www.dropbox.com/s/9i5d6xhsmob7hcp/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0

J. **Invoicing of Administration Fee –** Upon receipt of contractor's Usage Report, 1GPA will generate an invoice which is calculated as: Administrative Fee (1%) multiplied by the Total Sales Transactions as stated in the Usage Report. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law. All administrative fees not paid when due shall bear interest at a rate of 1 1/2% per month until paid in full.

Administrative Fees shall be paid to "1GPA" and mailed to:
1910 W. Washington Street
Phoenix, AZ 85009

4. **Costs and Payments**

A. **Ordering Procedures** - Purchase Orders are issued by 1GPA members to the Vendor according to this Contract. Members and Vendors must send Purchase Orders to 1GPA at maiken@1gpa.org.

B. **Billings** – Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.

C. **Payment** – Payment terms are Net thirty (30) from receipt of Contractor's invoice

D. **Progress Payments** - 1GPA will permit Members to make progress payments under the following conditions:
1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
2. Purchase order describes the amounts or percentages and the dates or frequency of payments
3. Payments are made in full compliance with Member's local governing entity rules

E. **Tax Indemnification** - Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the Member harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

F. **IRS W-9** - In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with each Member.

G. **Availability of Funds for the Next Fiscal Year** - Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

5. **Contract Changes**

A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

B. **Subcontracts** - The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. **Assignment and Delegation** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.

D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

E. **Contract Placed on Hold** - 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

6. **Risk and Liability**

A. **Risk of Loss** - Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. **General Indemnification** - To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. **Indemnification - Patent and Copyright** - To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. **Force Majeure**

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall <u>not</u> include the following occurrences:

   a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
   b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

7. **Warranties**

A. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.

B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;

2. Fit for the intended purposes for which the materials or services are used;

3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

4. Adequately contained, packaged and marked as the Contract may require; and

5. Conform to the written promises or affirmations of fact made by the Contractor.

C. **Fitness** - Contractor warrants that any material or service supplied to 1GPA or its Members shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. **Inspection/Testing** - The warranties set forth in in this section shall not affected by inspection or testing of, or payment for the materials or services by 1GPA Members.

E. **Compliance with Applicable Laws** - The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.

F. **Survival of Rights and Obligations after Contract Expiration or Termination**

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **Contractual Remedies**

A. **Right to Assurance** - If 1GPA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, 1GPA may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, 1GPA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

C. **Right of Offset** - 1GPA and its Members shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by 1GPA or its Members concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. **Contract Termination**

A. **Cancellation for Conflict of Interest** - Pursuant to A.R.S. 38-511 and R7-2-1087(F) 1GPA may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of 1GPA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. **Personal Gifts or Benefits** - 1GPA may, by written notice, terminate the Contract, in whole or in part, if 1GPA determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and R7-2-1087(G).

C. **Gratuities** - 1GPA may, by written notice, terminate the Contract in whole or in part, if 1GPA determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of 1GPA for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including making of any determination or decision about contract performance in accordance with R7-2-1087(H).

D. **Suspension or Debarment** - 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

E. **Termination for Convenience** - 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

F. **Cancellation for Non-Performance or Contractor Deficiency** – 1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be “low volume” in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Providing work and/or material that was not awarded under the contract;
3. Failing to adequately perform the services set forth in the scope of work and specifications;
4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
6. Performing work or providing services under the contract prior to receiving a Member’s purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

G. **Contractor Cancellation**: Contractor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.

H. **Continuation of Performance through Termination** - The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

Contract claims and controversies under this Contract shall be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1155 through R7-2-1159.

Any dispute involving a 1GPA member and Vendor outside of Arizona shall be governed by the laws of the state of the 1GPA member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the 1GPA member.

11. **Federal and State Requirement**

UNIFORM TERMS AND CONDITIONS

A. **Compliance with Federal and State Requirements** - Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

B. **Offshore Performance** - Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

E. **Fingerprint and Background Checks** - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.

F. **Terrorism Country Divestments** - Per ARS § 35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.

G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when

students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

I. **Boycott of Israel** – Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

J. **2 CFR Section 200 (EDGAR)** – When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200. All Vendors submitting bids must complete the 2 CFR 200 Certification Form contained within this document.

K. **Minority Businesses** – 1GPA and its Lead Agency have taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.

L. **Civil Rights Compliance** - In accordance with 7 CFR Part 210.23, Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

M. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least $1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

https://www.ethics.state.tx.us/tec/1295-info.htm
https://www.ethics.state.tx.us/whatsnew/faq_form1295.html
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

It is the responsibility of vendors to determine the applicability of, and comply with, all disclosure laws of House Bill 1295.

SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on November 16, 2022 and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. **CONTRACT EXTENSION:** 1GPA reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of Members. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.

3. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

4. **CONTRACT TYPE**: The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

5. **FORM OF CONTRACT:** The form of contract for this solicitation shall be the Invitation for Bid, and the awarded Bid(s), and properly issued purchase orders incorporating each member's specific policies and P.O. terms and conditions referencing the requirements of the Invitation for Bid. Partial offers will be considered.

6. **SUPPLEMENTAL AGREEMENTS:** The 1GPA Member and Contractor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Solicitation such as invoice requirements, on campus service specifics, etc. Any supplemental agreement developed as a result of this Solicitation is exclusively between the Member and Contractor and may not materially change any of the terms and conditions contained herein. 1GPA, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between the Member and Contractor is exclusively between the Member and the Contractor and will be subject to immediate cancellation by the Member (without penalty) if, in the opinion of the Member, the quality, service and specification requirements and/or the terms and conditions are not maintained as stated in the supplemental agreement.

7. **BID ACCEPTANCE PERIOD**: In order to allow for an adequate evaluation, 1GPA requires a Bid in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

8. **PRE-BID CONFERENCE**: Prospective Bidders are invited to attend a pre-bid conference. The date, time and location of this conference are indicated below. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of 1GPA's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to 1GPA at this conference. 1GPA will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation. Oral statements or instructions shall not constitute an amendment to this solicitation.

   Conference Date: August 31, 2022
   Conference Time: 10:00 AM Arizona time
   Conference Location: Online through Zoom (see cover page for more information)

9. **ELECTRONIC SUBMITTAL - REQUIRED:** An electronic submission is **required**. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

SPECIAL TERMS AND CONDITIONS

10. BID OPENING: Bids shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Bidder and pricing submitted shall be read at this time. All Bids and any modifications and other information received in response to the Invitation for Bid shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Bids and evaluation document shall be open for public inspection.

Opening Date: September 27, 2022
Opening Time: 11:00 AM Arizona Time
Opening Location: Online through Zoom (see cover page for more information)

11. TIME STAMP Bids will be time stamped when received by OpenGov Procurement. Bids will be accepted up to but no later than the time indicated in the Invitation for Bid (IFB). Bids received after the time stated in the IFB will not be considered and will remain unopened. Bidder assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Bid Due Date and Time to begin the uploading process and to finalize your submission.

12. AWARD: Contract(s) shall be awarded to the lowest responsible and responsive Bidder(s) whose Bid(s) conforms in all material respects to the requirements and evaluation criteria set forth in the Invitation for Bids. No criteria may be used in bid evaluation that is not set forth in the Invitation for Bids. The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the lowest Bidder.

13. MULTIPLE AWARDS: 1GPA has a large number and variety of potential using districts and agencies at locations throughout the United States. In order to assure that any ensuing contracts will allow 1GPA to fulfill current and future requirements; 1GPA reserves the right to award contracts to multiple vendors. Such decision will be based upon consideration for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for a large diverse Membership, geographic areas served. The actual use of any contract will be at the sole discretion of 1GPA members. Contracts will be awarded, as applicable, by individual line item, groups of line items, or categories, incrementally, by region, or by location. The awards will be limited to the least number of Bidders that 1GPA determines is necessary to meet the needs of it's Members. Bidder should consider the fact that 1GPA may award multiple contracts in preparing their response. The fact that 1GPA may make multiple contracts, award only one contract, or to make no awards rests solely with 1GPA. **Bidders are not required to Bid on all items specified in this Bid.**

14. ADMINISTRATION FEE: 1GPA's .01 (1%) administration fee shall be included in Bidder's net price. Contractor shall not add the administration fee to approved contract prices.

15. PRICING: Contract pricing must be based upon:
1) Fixed discount(s) off published price list(s) or catalog(s)
2) Firm fixed/unit price
3) A combination of the above

16. COMBINATION PRICING: Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

17. DISCOUNTS: Discount offers must clearly identify the minimum percentage of discount to apply to either a manufacturer's published price lists, vendor published catalog, advertised price list, or shelf prices for contract

purchases as applicable. At the time of purchase, Contractor may offer deeper discounts, based on volume or other factors, as applicable. If multiple discounts apply, vendor shall clearly indicate the discounts and applicable materials or services. There will be no reduction of minimum discount(s) during the life of the contract.

18. **PRICE ADJUSTMENT FOR DISCOUNT PRICING:** Revised manufacturer published price lists, and/or catalogs may be submitted for review throughout the term of the contract. Manufacturer published price lists should be submitted in PDF format and should not be contained in an Excel workbook generated by the vendor. 1GPA shall determine whether the requested revised pricing or an alternate option is in the best interest of its Members. Revised manufacturer's published price lists, and/catalogs will not become effective until submitted to 1GPA.

19. **PRICE ADJUSTMENT FOR FIXED PRICING:** Fixed price schedules may be submitted for any or all items bid under the contract. **Fixed prices shall be firm until each anniversary date of the contract.** In the event of an occurrence of one or more allowable economic price adjustment contingencies, contract vendor may submit a **fully documented** request for a fixed price list adjustment to 1GPA that includes a letter from the manufacturer clearly stating the amount of increase and product lines affected. Vendor shall also submit supporting documentation that demonstrates that any requested price increase was unpredictable at the time of price list submittal and results from an increased cost to contract vendor that was out of contract vendor's control. Revised price adjustments for fixed pricing will not become effective until approved by 1GPA.

20. **PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

21. **VOLUME DISCOUNTS/PROMOTIONAL SALES:** The awarded vendor may offer volume discounts and/or promotional sales at any time during the Contract. Discounted/promotional sale prices shall not exceed the current contract price. The price reduction shall be available to all Members making qualified purchases under the Contract. A contract amendment is not necessary in order to offer Members promotional sales for contract items.

22. **NEW PRODUCT:** New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All request are subject to review and approval by 1GPA. Successful vendor shall be responsible for notifying 1GPA of all discontinued products in writing.

23. **TRAVEL EXPENSE REIMBURSEMENT:** Vendor shall be responsible for travel arrangements and expenses. Travel expenses may be billed for certain in-state and out-of-state travel expenses on a case-by-case basis. Vendor shall seek Member approval before billing for any in-state or out-of-state travel expenses. If approved by the Member, in-state and out-of-state travel expenses shall be reimbursed in accordance with the Member's state travel policy. The travel policy may be accessed via the internet at the US General Services Administration's website: https://www.gsa.gov/travel/plan-book/per-diem-rates.

24. **QUANTITIES:** 1GPA estimates considerable activity resulting from this award. Based on historical data from previous contracts as well as member surveys, 1GPA estimates usage of this contract to be $10 Million to $25 Million annually. A current list of 1GPA Members may be found at:

    https://www.dropbox.com/s/9i5d6xhsmob7hcp/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0

    1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.

SPECIAL TERMS AND CONDITIONS

25. MEMBERSHIP VERIFICATION: 1GPA awarded vendors will need to verify the entity is a Member by checking the membership list at the link above, in paragraph 24, before accepting Purchase Orders. If the entity is not on the membership list they will need to contact 1GPA to obtain approval for the 1GPA membership.

26. SHIPPING TERMS: Prices shall be F.O.B. Destination or F.O.B. Destination Freight Allowed as indicated under Tab 3-Shipping and Other Fees of the Cost Form to Member's location. Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. 1GPA Members will notify the vendor promptly of any damaged goods and shall assist the vendor in arranging for inspection.

27. DELIVERY: **Unless otherwise agreed upon between Contractor and a Member**, delivery is desired within thirty (30) days of receipt of purchase order. Any outstanding items delivered after this date may be canceled and deleted from the purchase order. Contractor shall be responsible for delivery of items in good condition at point of destination and return of all items that do not meet specifications. Contractor shall file with carrier all claims for breakage, imperfections and losses, which will be deducted from invoices.

28. INSTALLATION AND TRAINING: Proposed price for initial installation must include complete installation along with any necessary supplies. The Contractor shall train the designated Member personnel on the proper use and care of equipment supplied immediately after delivery and installation of the equipment. Installation shall not be considered complete until all designated Member personnel have been trained.

29. PROTECTION OF MEMBERS: The Bidder shall protect all furnishings from damage and shall protect the Member's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Member. The Bidder shall confine his equipment, storage of materials and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to Member's facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the Member.

The successful Bidder shall take all necessary precautions for the safety of students, employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. He agrees that he is fully responsible to the Member for the acts and omissions of any and all persons whether directly or indirectly employed by him. He shall maintain such insurance as will protect him and the Member from claims or damage for personal injury, including death, which may arise from operations under this contract.

30. BRAND NAMES: Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict a Bid by any vendor but is only enumerated in order to advise potential Bidder of the requirements of 1GPA. Any Bid which proposes like quality, design or performance will be considered.

31. NEW EQUIPMENT: All equipment supplied pursuant to this specification shall be new, unused, and the most current model available at time of order.

32. CURRENT PRODUCTS: All products being offered in response to this solicitation shall be in current and ongoing production and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

33. DEFECTIVE PRODUCTS: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor.

SPECIAL TERMS AND CONDITIONS

34. EQUIPMENT AND PRODUCT RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting equipment or product purchased from this contract, a notice shall be sent to the Contract Administrator with 1GPA and the Member. It shall be the responsibility of the contractor to assure that all recall notices are sent directly to the agency Member Representative.

35. SAFETY STANDARDS: All items supplied on this contract must comply with the current applicable Occupational Safety and Health Administration standards, standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards and any other applicable state, federal or local safety standards/codes.

36. RESPONSIBILITY OF BIDDERS: Factors to be considered in determining if a Bidder is responsible may include:

A. The Bidder's financial, material, personal and other resources, including subcontractors;
B. The Bidder's record of performance and integrity;
C. Whether Bidder is qualified legally to contract with the public entity;
D. Whether Bidder supplied all necessary information concerning its responsibility;
E. Complaints on file with the Registrar of Contractors;
F. Prior litigation history.

37. LICENSES: Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.

38. FEES AND PERMITS: All required fees and permits obtained on behalf of the Member by the installer must be included in the total price as a pass-through cost (no markup).

39. INSPECTION: The job will have a final inspection and acceptance by 1GPA Member staff. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by Member upon completion of the Project.

40. DAMAGES: The successful contractor shall be liable for any and all damage caused by him or his employees to the 1GPA Member premises. The Bidder shall hold and save 1GPA and Member free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.

41. CLEAN UP: The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as well as tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up the work, the 1GPA Member may do so and the cost thereof shall be charged to the Contractor.

Remove all surplus materials and debris of every nature resulting from operations, and return site back in a neat, orderly condition.

42. WARRANTY: All workmanship and materials should be warranted for a minimum of two (2) years from the date of acceptance of the project. This will be submitted in written form to the 1GPA Member at completion of Project.

All items bid shall be covered by the manufacturer's standard warranty.

43. BILLINGS: All billing notices shall identify the specific item(s) being billed. Item(s) are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.

SPECIAL TERMS AND CONDITIONS

44. INSURANCE: Bidder agrees to maintain such insurance as will fully protect Bidder, 1GPA and its Member from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Bidder, its employees, or by anyone directly or indirectly engaged or employed by Bidder. Bidder agrees to maintain such automobile liability insurance as will fully protect Bidder, 1GPA and its Member for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Bidder or its employees, while providing services to 1GPA Members.

Successful Bidder will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate coverage. Before any orders are processed under an awarded contract, awarded vendor shall provide a certificate that names 1GPA as the certificate holder. In addition, awarded vendor shall be willing to provide, upon request, a certificate of insurance to any Member using this contract.

Successful Bidder will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

45. SPILLAGE: Contractor will be responsible for the clean-up of a contamination or spillage resulting from products or services provided under the contract resulting from this solicitation.

46. KEY PERSONNEL: It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to 1GPA or Member.

B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify 1GPA or Member and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

47. DATA, INFORMATION AND RECORDS SECURITY AND PRIVACY: Contractor agrees to comply with all applicable laws and regulations regarding data, information and records security and privacy all of which are incorporated herein by reference in their current forms and as amended at any future time. These include, but are not limited to, Arizona Revised Statute (A.R.S.) §18-552 et seq – Notification of Security System Breaches; A.R.S. §44-7601 et seq – Discarding and Disposing of Records Containing Personal Identifying Information; Family Educational Rights and Privacy Act (FERPA); Protection of Pupil Rights Amendment (PPRA); Health insurance Portability and Accountability Act of 1996 (HIPPA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; applicable federal, state and local regulations relating to confidentiality of student records; and any other federal and/or state law governing the privacy of personally identifiable information

48. BIDDER'S EMPLOYEES: Bidder agrees that the individuals provided to 1GPA or Member on a temporary basis are Bidder's, not 1GPA's or Member's employees.

Bidder agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Bidder and any employees working for Bidder are the sole responsibility of Bidder for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

Workers' Compensation Insurance
Federal and State Unemployment Taxes
Federal and State Withholding and Reporting Requirements
Unemployment Compensation Insurance
Federal, State, and Local Employment Laws

Bidder agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with 1GPA, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

1GPA will not provide Bidder or its employees any business registrations or licenses that may be required. 1GPA will not combine business operations with Bidder.

Neither Bidder nor its employees are to be considered agents or employees of 1GPA for any purpose. It is understood and agreed that 1GPA does not require Bidder to provide services exclusively to 1GPA and that Bidder and its employees are free to contract to provide services to other companies while it is under contract with the District.

In compliance with all applicable laws, the Bidder shall, at no charge to 1GPA, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for 1GPA to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to the Member. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable.

At any time, and for any reason, 1GPA or the Member may request or reject any of Bidder's employees.

Bidder agrees to comply with the Member's rules, regulations, and policies, as the Member may modify from time to time.

49. EMPLOYEE IDENTIFICATION: All employees **must** check in at the front office of each Member site. The employee must have an identification badge at all times in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name on it. Failure to have any of these items will result with the employee being escorted off property.

50. FINGERPRINT & BACKGROUND CHECKS: 1GPA anticipates that services under this contract may cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

1GPA or Member may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should 1GPA or Member request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if 1GPA or Member suspects or finds the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: non-consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

51. BID SECURITY: School procurement rules require that all competitive sealed procurement for construction have bid security, if the amount of construction contract will exceed the amount established by R7-2-1002(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount.

Bidders shall include acceptable bid security in the amount of $100,000 with submission of their Bid.

Acceptable bid security for this solicitation will be a certified check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in the appropriate state construction with take place, with the principal being the prime contractor and 1GPA being the Agency of Record.

52. PERFORMANCE AND PAYMENT BONDS: Performance and Payment Bonds between the 1GPA member and the prime contractor shall be executed on forms substantially equivalent to the forms provided at the end of this solicitation document if the value of the construction or construction services award exceeds the amount established in R7-2-1002(A), currently $100,000.

Upon execution of a contract between 1GPA member and prime contractor, performance and payment bonds shall be provided to the member as required in R7-2-1103 as applicable. The prime contractor agrees to notify the 1GPA member in writing of this requirement before accepting any work orders. If the prime contractor fails to deliver any required performance or payment bonds, the contract with 1GPA may be terminated. The contractor may be asked to supply copies of performance and payment bonds to 1GPA for administrative purposes.

Performance Bond - The contractor shall be required to furnish an irrevocable security in the amount of 100% of the total contract price payable to the 1GPA Member, binding the contractor to provide faithful performance of the contract.

Payment Bond - The contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100% of the total contract price and be payable to the 1GPA Member.

53. MEMBER DELAYS: As required by R7-2-1087(D), the contractor will negotiate with 1GPA Member for the recovery of damages related to expenses incurred by the contractor for a delay for which the 1GPA Member is responsible, that is unreasonable under the circumstances and that was not within the contemplation of the parties to the contract. This negotiation does not void any provision in the contract that requires notice of delays, provides for arbitration or any other procedure for settlement or provides for liquidated damages.

54. PROGRESS PAYMENTS: R7-2-1105 allows for progress payments to the contractor of construction if the contractor agrees to adhere to ARS 41-2577 (B) (D) (F). All progress payments must be invoiced to the 1GPA member. It is the responsibility of the 1GPA member to review and approve any estimates of work completed. Payment shall be made within 14 days after the estimate of the work is certified and approve, except that a percentage of all estimates shall be retained as provided in R7-2-1104. If the 1GPA member issues a written statement to the Bidder that the estimate of work is not approved and certified, the 1GPA member may withhold an amount from the progress payment that

the 1GPA member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A). In such cases, the Bidder agrees to hold 1GPA harmless for any deficiency payment.

Progress payments may be made to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The prime contractor must agree to pay any subcontractors or material suppliers within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved.

Once all bonds are in place, the prime contractor and the 1GPA member will agree upon a schedule of payments based on identifiable milestones.

If any payment to the contractor is delayed after the date due, interest shall be paid at the rate of one percent per month, or a fraction of a month, on such unpaid balance as may be due. Any late charges will be the responsibility of the 1GPA Member.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

55. RETENTION: Ten (10) percent of all contract payments shall be retained by the 1GPA member as insurance of proper performance of the contractor. Contractor agrees to identify the amount to be retained on invoices to 1GPA member for each progress payment.

When the contract is fifty (50) percent completed, on half of the amount retained shall be paid to the contractor upon the contractor's requests provided the contractor is making satisfactory progress on the contract and there is no specific cause or claim requiring a greater amount to be retained.

After the contract is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained providing the contractor is making satisfactory progress on the project, except if at any time the governing board of the member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Retention applies only to amounts payable for construction and does not apply to amounts payable for design services, preconstruction services, finance services, maintenance services, or any other related services included in the contract.

If the 1GPA member and the contractor agree to a substitute security, the agreement must be in full compliance with R7-2-1104 (D)(E)(F)(G). If a substitute security is agreed to, the prime contractor must provide 1GPA member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against 1GPA member.

SCOPE OF WORK

1) PURPOSE

The purpose of this Invitation for Bid (IFB) is to establish contracts with responsive and responsible firms that provide a wide array of Playground Solutions. The intent is to cover the entire nature of Playground products and services for the use of 1GPA Members on an as-needed basis. Products may include but are not limited to: playground equipment, water play equipment, shade structures, playground surfaces, etc. Any applicable services that align with Playground Solutions such as installation, demolition of existing structures, inspections, maintenance and repairs, consulting, etc. are also included.

1GPA reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the best interest of the Members of 1GPA.

2) BACKGROUND

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors. Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

The Pinal County Education Service Agency's (PCESA) Mary C. O' Brien Accommodation District (MCOB) acts as a Lead Agency for 1GPA. PCESA provides programs and services for approximately 45,000 students within 21 public school districts, in addition to the growing number of private and charter schools within Pinal County. Also served by PCESA is a large Indian community including parts of the Tohono O' odham Nation (Papago & Pima Indians), the San Carlos Apache Indian Reservation, and Gila River Indian Community, along with the entirety of the Ak-Chin Indian Community Pinal County was founded in 1875 and is located in the central part of Arizona between Maricopa County (Phoenix) on the north and west sides, Gila County also on the north, Pima County (Tucson) on the south and Graham County on the East. It covers an area of 5,374 square miles. The estimated population in 2017 was 430,200 and growing. The county seat is located in Florence, AZ as is the Pinal County School Superintendent's office.

1GPA currently holds Contract 18-04P Playground Solutions with twelve (12) vendors. The contract is in the fifth and final year, expiring November 16, 2022 at which time this contract will become effective.

3) REFERENCES

For additional information on references and definitions used for specifications in this solicitation, access the applicable website for the organizations listed below:

- ASTM International (ASTM): www.astm.org
- American Concrete Institute Building Code (ACI): https://www.concrete.org/
- American Institute of Steel Construction (AISC): https://www.aisc.org/
- American Welding Society (AWS): http://www.aws.org/
- Americans with Disabilities Act (ADA): www.ada.gov
- US Access Board (UAB); https://www.access-board.gov/
- Arizona Registrar of Contractors (ROC): https://roc.az.gov/
- Code of Federal Regulations (CFR): https://www.govinfo.gov/app/collection/CFR
- Consumer Product Safety Commission (CPSC): www.cpsc.gov
- International Organization for Standardization (ISO): www.iso.org
- Occupational Safety and Health Administration (OSHA): www.osha.gov
- International Building Code: https://codes.iccsafe.org/codes/i-codes

- International Code Council (ICC): www.iccsafe.org
- International Play Equipment Manufacturers Association (IPEMA): www.ipema.org
- National Fire Protection Association (NFPA): www.nfpa.org
- National Playground Contractors Association (NPCAI): www.playground-contractors.org
- Printed Handbook for Public Playground Safety (CPSC): https://www.cpsc.gov/s3fs-public/325.pdf

4) SCOPE OF WORK

The resulting contract will be comprised of the entire "from the ground up" solution for Playgrounds, Parks and Recreational Outdoor sites. Design services, foundations to support in ground structures, playground equipment, removal of old equipment, surfaces, site accessories, and services. Vendors are not required to provide products and services in all scope of work areas to be considered for award.

A. **QUALIFICATIONS:** Contractors, sub-contractor and/or manufacturer shall provide a history of experience in the industry in which they are submitting bids.

B. **PRODUCT STANDARDS AND GUIDELINES:** Contractor(s) providing products and/or services under the contract resulting from this solicitation shall be in compliance with all current and applicable federal, state and local laws and industry standards for the state in which the work is being performed.

Public Playground Safety Handbook: Contractor shall adhere to all guidelines included in the Public Playground Safety Handbook published by the U.S. Consumer Product Safety Commission that can be found at https://www.cpsc.gov/s3fs-public/325.pdf..

C. **MATERIAL SPECIFICATIONS:** Equipment material specifications may vary between cities, counties, schools, and states. Each Member will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders as necessary

D. **PLAYGROUND EQUIPMENT**

Types of Equipment: Playground Equipment, Outdoor Fitness, Site Accessories, and other related equipment, materials, and parts to be provided under the resulting contract include, but are not limited to:

Play Structures:

Bridges	Tunnels	Slides
Decks	Transfer Points	Sliding Poles
Overhead Ladders	Ramps	Corkscrew Climbers
Spiral Climbers	Vertical Ladders	Parallel Bars
Play Enclosures	Chinning Bars	Chain Walks
Loop Ladders	Activity Panels	

Independent Play Equipment

Spring Riders	Activity Panels	Swings
Diggers	Climbers	Electronic Products or Slides
Musical Play		

Outdoor Fitness and Sports Equipment

Sit-Up Benches	Overhead Climber	Push-Up Bars
Climbing Walls	Leg Stretchers	Parallel Bars
Balance Beams		

Water Play Equipment

Splash Pad Systems	Ground Spray Elements	Pumps, Filters and Parts
Commercial Grade Above Ground Features	Custom Features	Holding Tanks
Control Systems and Activators	Activity Towers	Fountains

Prefabricated/Pre-Engineered Shelters

Pavilions	Shelters	Gazebos
Ramadas		

Additional Equipment and Accessories

Powder Coatings	Picnic Tables	Shower Towers
Weather-Proof Coatings	Litter Receptacles	Foot Sprayers
Signage	Cooking Grills	Bicycle Racks
Benches	Water Fountains	Portable Bleachers
Misters		

E. **SHADE STRUCTURES:**

Fabric Material

- Fabric canopies available in a variety of colors, patterns and designs.
- Fabric material should be constructed using a knitting process with ultraviolet (UV) inhibited thread.
- Fabric shall be resistant to runs and tears.
- Fabric shall be mildew and fade resistant.

Steel Structures

- Steel structures should be available in various designs, sizes, heights, etc. dependent upon the Member's needs.
- Steel components should be powder coated with an outdoor UV inhibited, weather resistant polyester powder as per industry standards as applicable. Other coatings may also be included under the resulting contract.

Concrete Footing

- Concrete footings shall be designed and constructed to meet soil conditions, structure span, structural load, height and current applicable building codes.

F. **PLAYGROUND SURFACES:**

- *Unitary Surfacing* options may include, but are not limited to pour in place rubber, rubber tile surfacing
- *Loose-Fill Surfacing* options may include, but are not limited to Engineered Wood Fiber (EWF), Shredded/Recycled Rubber, Sand, Pea Gravel, Wood Mulch (non-CCA), Wood Chips
- Aquatic surfacing for water play areas

G. **PLAYGROUND SERVICES:**

The Contractor shall provide all labor, supervision, transportation, equipment (including testing and all personal protection equipment), tools, and all effort necessary to perform the work described within this solicitation. Each contractor assigned to this contract shall have the licenses and technical ability to provide services.

SCOPE OF WORK

Design

Contractor(s) should have the ability to design appropriate play systems/structures to fit the needs of the Member. Contractor may be required to provide drawings (plan and evaluation) of all pertinent aspects of the play structures/equipment and its method of connection to the work. Final playground drawings shall be to scale, legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

Site Preparation and Installation

- All Products and equipment provided under this Contract that require assembly and installation should be performed by certified installers in accordance with all manufacturer specifications as to not void the product warranty.

- Contractor shall perform all installation services according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards.

- The Installer shall obtain clarification concerning questions or conflicts in the specifications, drawings, and construction notes in a timely manner as to not delay the progress of work.

- All work performed by the Contractor shall be subject to inspection and approval by the requesting Member.

- The Member may opt to waive installation by contractor and assemble products with in-house personnel.

Inspection Services

Inspections and/or audits are for the purpose of checking for hazards and to test the performance of an entire play area. Inspection services may be performed monthly, quarterly, annually or on demand as mutually agreed upon between the Contractor and the Member. Inspections should be performed by a Certified Playground Safety Inspector (CPSI).

Maintenance and Repair Services

Potentially hazardous and/or non-compliant conditions identified shall be properly maintained and/or repaired under this contract. Maintenance and repair services may include but are not limited to:

- Supply and Install Replacement Parts and Components
- Sand Cleaning
- Sanitization and Graffiti Removal
- Power Washing
- Surfacing Material Reconditioning and Replenish
- Rubberized Safety Surface Repairs and Restoration
- Shade Structure and Fabric Replacement

Other Services

Other services provided under this contract may include but are not limited to:

- Consulting
- Expert witness services

- Training and certification programs

H. **DELIVERY:**

- Emergency or rush deliveries requested by the Member that require special shipping and handling charges may be at the Member's expense, but only with prior written approval from the Member. Emergency or rush shipping charges shall be added to an invoice as a separate line item.

- In the event emergency or rush delivery is required as the result of a Contractor's error, all shipping and handling charges shall be paid by the Contractor.

- The Member reserves the right to examine freight cost and route shipments with their own contracted carrier.

- Under no circumstances shall the Contractor increase their profit margin through shipping charges.

I. **SCHEDULING REQUIREMENTS:**

- The Contractor should have the ability to create and manage numerous individual accounts for order placement, billing, and reporting purposes.

- Contractor shall coordinate all servicing schedules with the Member's point of contact before beginning work.

- The Contractor shall be prepared with well-maintained equipment inventory/materials and satisfactory transportation for delivery at the work site to meet the customer demand and delivery requirements.

- Labor rates bid shall include all direct labor and burden, equipment, small tools, common expendables. Labor rates shall be divided into the following categories:

  Regular Service: work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding holidays.

  After Hours: work performed after 6:00 PM and before 6:00 AM the next morning.

  Weekends & Holidays: work performed Saturday, Sunday, or during a holiday.

J. **ORDERING AND JOB COMPLETION PROCESS:**

Request for Service: The 1GPA Member will notify the contractor of the need for services. Request for quote/estimate for a specific scope of work will be issued by the Member.

Site Visit: Dependent upon the complexity/nature of the project, a site visit may be held by the Member to allow the contractor(s) to inspect and observe important issues regarding the project to ensure accurate cost estimates.

Project Quotations: After a site review of the project, Contractor shall submit the project quote to the Member within the specified time frame. Quotes should be easily verifiable against the contract pricing by clearly listing the unit price or rate for each line item.

SCOPE OF WORK

Purchase Order: The Member shall issue a purchase order upon approval of the quotation and prior to the commencement of any work. The purchase order should reference the 1GPA contract number.

Change Orders: All change orders to a project must be in writing, referencing the contract number and approved by the Member prior to authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment. A revised purchase order may be required.

Delivery and Installation: Contractor will notify the Member when material has been received and provide a proposed project completion date. Installation shall start within seven (7) working days after material is received unless otherwise agreed upon by the Member and the Contractor.

Preconstruction Meeting: When requested by the Member, the contractor will arrange a meeting at the site with supervisor and the Member to review site conditions, security procedures, work responsibilities, loading and unloading restrictions, etc.

Final Inspection: Each job will have a final inspection by the Member and/or governing authorities prior to final payment

Invoicing: After completion of services, the Contractor shall submit a detailed invoice to the Member. The invoice should be easily verifiable against the contract pricing schedule and shall include, at minimum, the Member's purchase order number, the 1GPA contract number and the job location.

Rented equipment charges (submitted with a copy of the invoice from rental firm) shall not add additional sales tax other than what the rental firm has posted. A flat administrative fee may be added as a separate line item in accordance with the contract rates.

Payment After Job Completion: Payment shall not be provided until inspection is completed and an approval signature is provided by authorized member representative. In case of non-satisfactory completion of any individual project, the member reserves the right to withhold payment as permissible by law.

Progress Payments - Members may make progress payments under the following conditions:

1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order.
2. Purchase order describes the amounts or percentages and the dates or frequency of payments.
3. Payments are made in full compliance with Member's local governing entity rules.

SUBMITTAL REQUIREMENTS

1. ELECTRONIC SUBMITTAL – REQUIRED

An electronic submission is required. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

Bids will be time stamped when received by OpenGov Procurement. Bids will be accepted up to but no later than the time indicated in this Solicitation or as amended in writing by 1GPA. Bids will not be received or considered after the time stated in this Solicitation (or as amended). Bidder assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Bid Due Date and Time to begin the uploading process and to finalize your submission.

2. BID FORMAT AND SUBMISSION REQUIREMENTS THROUGH OPEN GOV PROCUREMENT

Each bid should be submitted on the forms and in the format specified. 1GPA will not provide any reimbursement for the cost of developing or presenting proposals in response to this Solicitation. Complete each section on the Open Gov Procurement platform for this project. Items marked with an asterisk require a response to submit your bid. Failure to include the requested information may have a negative impact on the evaluation of the vendor's bid.

3. DEALER/RESELLERS

Manufacturers should provide a list of authorized dealers/resellers with their bids where indicated in the OpenGov Procurement online portal. Dealers/resellers shall be bound to the contract terms and conditions and pricing schedules.

4. SUBCONTRACTORS

Subcontractors providing installation services shall comply with State and City Contractors License Law and be duly registered and licensed thereunder. Bidders shall provide a list of any subcontractors used to complete the work performed under the resultant contract. Any work performed by subcontractors shall adhere to the contract terms and conditions and pricing schedules.

5. BID SECURITY

Acceptable bid security for this solicitation will be a certified check or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in the appropriate state construction with take place, with the principal being the prime contractor and 1GPA being the Agency of Record.

Upload an acceptable bid security in the amount of $100,000 where indicated in the Vendor Submission section of the OpenGov Procurement online portal. For vendors submitting bid bonds, the associated Power of Attorney should also be uploaded in the same section. Contact Rebecca Seifert at rseifert@1gpa.org for submittal instructions prior to the bid due date and time if your firm intends on submitting a certified check as bid security.

6. REQUIRED FORMS

Download, complete and upload each required form in the Vendor Submission section of the OpenGov Procurement online portal. Multiple files may be uploaded if there are supporting documents your firm wishes to submit. Be sure all forms are thoroughly completed and signed by your firm's authorized representative. Failure to submit complete forms may result in rejection of the bid.

SUBMITTAL REQUIREMENTS

7. AMENDMENT ACKNOWLEDGEMENT

Solicitation amendments shall be acknowledged through the OpenGov Procurement portal during bid submission. If an amendment is issued after your bid has been submitted to the portal, you must log back in, unsubmit your bid, acknowledge the new addendum and then resubmit the bid. Click the "?" in the top right corner of the home screen to access the OpenGov Procurement Help Center or use the chat feature in the lower right-hand corner to ask for assistance from OpenGov Procurement.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____, a corporation organized and existing under the laws of the State

Of_____ , with its principal office in the City of

_____, (hereinafter called the

Surety), as Surety, are held and firmly bound unto 1Government Procurement Alliance (hereinafter called the Obligee) in

the amount of _____ (Dollars) ($_____) , for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for:

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20 _____

_____
Principal Seal

BY _____

_____
Surety Seal

BY _____

_____
Agency of Record

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____ , a corporation organized and existing under the laws of the State

Of _____ , with its principal office in the City of

_____ , (hereinafter called the

Surety), as Surety, are held and firmly bound unto the Name of the 1GPA Member goes here (hereinafter called the Obligee) in

the amount of _____ (Dollars) ($_____) , for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____

day of _____ 20_____, for the material, service or construction

described as _____

_____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, convenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, convenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20 _____

_____

Principal Seal

BY _____

_____

Surety Seal

BY _____

_____

Agency of Record

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____, a corporation organized and existing under the laws of the State

Of _____ , with its principal office in the City of

_____, (hereinafter called the

Surety), as Surety, are held and firmly bound unto the Name of the 1GPA Member goes here. (hereinafter called the Obligee) in

the amount of _____ (Dollars) ($_____) , for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____

day of _____ 20_____,to construct and complete a certain

work described as_____

_____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____day of _____, 20_____

_____
Principal Seal

BY _____

_____
Surety Seal

BY _____

_____
Agency of Record

EXHIBIT A

OPENGOV PROCUREMENT SUBMISSION INSTRUCTIONS

Please contact OpenGov Procurement at http://help.procurenow.com/en/collections/1392366-vendor-guides for technical questions related to your submission.

Please follow these instructions to submit via the OpenGov Procurement public portal.

1. **Create a OpenGov Procurement Account:**

   - Register to access solicitation documents and upload responses at **https://procurement.opengov.com/portal/1gpa** by selecting Subscribe to create an account. Detailed instructions may be found at http://help.procurenow.com/en/articles/2482165-vendor-registration

   - Follow updates to existing solicitations and receive email notices of amendments/addenda posted by finding the solicitation and clicking the "Follow" button. Ultimately, it is the sole responsibility of each offeror to periodically check the site for any amendments/addenda issued at **https://procurement.opengov.com/portal/1gpa.**

2. **Prepare your submission materials:**

   - **Do not embed** any documents within your uploaded files, as they will not be accessible or evaluated.

3. **Upload your submission at: https://procurement.opengov.com/portal/1gpa**

   - Your submission must be uploaded, submitted, and finalized prior to the Closing Time of

   SEPTEMBER 27 AT 11:00 AM ARIZONA TIME OR AS AMENDED

   - We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

4. **Important Notes:**

   - Questions related to this solicitation should be submitted through the OpenGov online portal.

   - Each item of Requested Information/Document will only be visible after the Closing Time.

   - Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

   - You will receive an email confirmation with a date/time stamp once you finalize your submission.

   - Minimum system requirements: OpenGov Procurement is compatible with major browsers such as Chrome, Firefox, Microsoft Internet Explorer, Edge and Safari. It can be accessed on all Android and IOS devices.



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landscape structures

Ponderosa Trails Park - Venti Option

23493D 3D • 11.20.2023

exerplay

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NOTE:
DESIGN ASSUMES THAT THE SITE IS LEVEL, OR DOES NOT EXCEED A 2% GRADE CHANGE OVER THE ENTIRE AREA.

NOTE:
SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN

DIMENSIONS FROM SITE VISIT



PLAYGROUND SURFACING
TOTAL AREA 3,440 SF
(INCLUDES EXPANDED AREA)

MAXIMUM FALL HEIGHT
96"

EXISTING PLAYGROUND STRUCTURE TO BE REMOVED.

AREA EXPANDED SOUTH TO ACCOMMODATE AN EXTRA BAY OF SWINGS (APPROX. 266 SF OF ADDITIONAL SURFACING MATERIAL)

TOTAL ELEVATED PLAY COMPONENTS	13		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	8	REQUIRED	7
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	10	REQUIRED	4
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	8	REQUIRED	8

exerplay INC

IPEMA CERTIFIED ASTM F1487

The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487.

THIS PLAY AREA & EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION).

DESIGNED BY:
JDC

COPYRIGHT: 20 NOV 2023
EXERPLAY, INC.

12220 N HWY 14 Suite I
CEDAR CREST, NM 87008
PH: 1-800-457-5444 FAX: 1-505-281-0155

09/08/23	23493B Opt 2	JDC
Date	Previous Drawing #	Initials

SCALE IN FEET:
0 5 10 20 30

NORTH

Ponderosa Trails Park
Playground Remodel - Venti Option
Flagstaff AZ

ExerPlay, Inc.
Justin Galion

SYSTEM TYPE:
SP/FS

DRAWING #:
23493D

landscape structures

ISO 14001:2004 CERTIFIED

ISO 9001:2000 Certified

9. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacey Brechler-Knaggs, Grants, Contracts & Emergency Management Director

Co-Submitter: Daniel Kelly

Date: 01/30/2024

Meeting Date: 02/06/2024

TITLE:

Consideration and Approval of Contract Amendment: First Amendment to the Contract with Emergency Management Partners, LLC for the Airport Emergency Plan Update and Support for the Development of the Airport's Triennial Full-Scale Exercise.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Contract with Emergency Management Partners, LLC for the Airport Emergency Plan Update and Support for the Development of the Airport's Triennial Full-Scale Exercise in the amount of $207,577 ($98,750 Airport Emergency Plan / $108,827 Triennial Full-Scale Exercise) (100% grant-funded by the Airport CARES Operational Grant); and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The original contract with Emergency Management Partners, LLC (EM Partners) was to develop a City Emergency Operation Plan (EOP), which was fully funded by the AZ Department of Fire and Forestry Management for $71,348.50. The EOP, created by EM Partners, has been completed successfully and is a crucial planning document that helps establish the concept of operations for response and recovery to incidents that overwhelm local responding resources.

This First Amendment is an update to the Airport Emergency Plan (AEP), which is essential to address essential emergency-related and deliberate actions planned to ensure the safety of the airport populace and the Flagstaff community. The AEP is required by the Federal Aviation Administration (FAA) to meet compliance with Title 14 Code of Federal Regulations (CFR) Part 139.325, Certification of Airports.

Furthermore, the AEP entails conducting Training, Drills, and Exercises. The FAA requires a full-scale airport emergency plan exercise every thirty-six calendar months for airports holding a Class I Airport Operating Certificate under 14 CFR part 139. This full-scale exercise requires a simulated emergency, as it would in an actual aircraft disaster, for airports holding Class I Airport Operating Certificate commensurate with the index of the airport. It ensures that all personnel having duties and responsibilities under the plan are familiar with assignments and are properly trained. Part of the Amendment will be for the support and development of a Triennial Full-Scale Exercise.

Financial Impact:

The funding for the Amendment is 100% funded by the Airport CARES Operational grant #3-04-0015-045-2020. The period of performance for the grant funds end June 30th so the project is on a critical path. This grant is budgeted in account number 221-07-221-0883-0-4224 with the Airport Fund.

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community - Provide public safety services with resources, staff & training responsive
to the community needs.

Has There Been Previous Council Decision on This:

Yes, on 3/21/2023 council approved the contract with EM Partners to develop a City Emergency Operations Plan.

Options and Alternatives:

1. Approve the First Amendment; or
2. Do not approve the First Amendment.

Background/History:

EM Partners worked with Coconino County to rewrite their Emergency Operations Plan. City Procurement staff reviewed the scope and determined to authorize a sole source procurement due to the requirement to interface with other agencies in the state of Arizona that are already utilizing EM Partners for their Emergency Operations Plan.

EM Partners has extensive experience in all aspects of emergency management, specializing in real-world operations analysis and plan development. For this project, they propose a team of subject-matter experts in emergency operations planning, airport emergency planning and operations, airport triennial exercises, and the application of the Homeland Security Exercise and Evaluation Program (HSEEP).

Their proposed team members' expertise includes:

- Airport emergency planning and operations subject-matter experts with experience developing and updating airport emergency plans throughout the country.
- Master Exercise Practitioners (MEPs) with experience designing, facilitating, and evaluating HSEEP compliant exercises, including airport triennial exercises.
- Arizona-specific planning expertise with experience in local, county, and state emergency planning throughout Arizona, including the city of Flagstaff's EOP, Coconino County's EOP and Operations Procedures Manual, and the Arizona State Emergency Response and Recovery Plan (SERRP).

EM Partners is well-established in Arizona and has national experience and qualifications. Their team brings a combination of familiarity, strong knowledge, and experience to our Arizona clients, along with a wealth of national experience and lessons learned. They will use their Arizona-specific knowledge and experience, along with their subject-matter experts from across the country, to tailor their approach to the needs of the Flagstaff Airport.

Key Considerations:

EM Partners has the expertise to update the Flagstaff Pulliam Airport Emergency Plan (AEP) and support the airport's triennial exercise design and facilitation that is critical to the Airport's compliance as a Part 139 certified Airport.

Attachments: Amendment One-EM Partners

FIRST AMENDMENT

PROFESSIONAL SERVICES
Emergency Operations Plan Development and
Update the Flagstaff Pulliam's Airport Emergency Plan
Contract No. 2023-102

This First Amendment ("First Amendment") to the fully executed Contract for Professional Services (Contract No. 2023-102) dated April 19, 2023 (the "Initial Contract") is made and entered into this ____ day of _____, 2024, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Emergency Management Partners, LLC, ("EM Partners") a limited liability company of the State of Virginia ("Consultant").

The Parties to the Initial Contract, hereby agree to the following amendment. Deleted text has a ~~strikethrough~~ and new text is **bolded and ALLCAPS**.

SERVICES

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

Emergency Operations Plan Development AND UPDATE FLAGSTAFF PULLIAM AIRPORT'S EMERGENCY OPERATIONS PLAN AND PROVIDE SUPPORT FOR THE DEVELOPMENT OF THE AIRPORT'S TRIENNIAL FULL-SCALE EXERCISE.

and as more specifically described in the scope of work attached **to the Initial Contract** as *Exhibit A* **and the scope of work dated December 18, 2023, attached to this First Amendment as *Exhibit A.***

PAYMENT

9. Compensation: Consultant shall be paid **seventy-one thousand three hundred forty-eight dollars and fifty cents ($71,348.50) AND AN ADDITIONAL TWO HUNDRED SEVEN THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS ($207,577.00) FOR A TOTAL AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-EIGHT THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS AND FIFTY CENTS ($278,925.50)** for satisfactory performance of the services in accordance with the Scope of Work identified in **THE INITIAL CONTRACT AND THIS FIRST AMENEMENT.**

All other provisions of the Initial Contract shall remain unchanged in full force and effect.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives as of the date first written above. This First Amendment will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

City of Flagstaff

By:_____
Greg Clifton, City Manager

Dated:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Emergency Management Partners, LLC

By: Paul Manno

Title: President

Dated: January 17, 2024

Last Updated October 31, 2023

Exhibit A

Scope of Work dated December 18, 2023
(attached)

EM PARTNERS

December 18, 2023

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

RE: CITY OF FLAGSTAFF, AZ AIRPORT PLANNING AND EXERCISE SUPPORT

Director Brechler-Knaggs,

Emergency Management Partners, LLC (EM Partners) is delighted to submit this proposal to the City of Flagstaff, Arizona to update the Flagstaff Pulliam's Airport Emergency Plan (AEP) and support the airport's triennial exercise design and facilitation. 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 of subject-matter experts in emergency operations planning, airport emergency planning and operations, airport triennial exercises, and application of the Homeland Security Exercise and Evaluation Program (HSEEP). Our proposed team members' expertise includes:

- Airport emergency planning and operations subject-matter experts with experience developing and updating airport emergency plans throughout the country.
- Master Exercise Practitioners (MEPs) with experience designing, facilitating, and evaluating HSEEP-compliant exercises, including airport triennial exercises.
- Arizona-specific planning expertise with experience in local, county, and state emergency planning throughout Arizona, including the city of Flagstaff's EOP, Coconino County's EOP and Operations Procedures Manual, and the Arizona State Emergency Response and Recovery Plan (SERRP).

EM Partners has a strong Arizona presence and national experience and qualifications, bringing the best combination of familiarity, strong knowledge, and experience to our Arizona clients together with a wealth of national experience and lessons learned. We will use our Arizona-specific knowledge and experience, as well as our subject-matter experts from across the country to tailor our team and approach to the needs of the Flagstaff Airport.

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.

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
Town of Payson, AZ Emergency Operations Plan Update	The Town of Payson, Arizona, has contracted with EM Partners to update the town's Emergency Operations Plan (EOP). Our team is facilitating the planning process for this all-hazards EOP development to address a hybrid Incident Command System (ICS)/functional operations structure. This update includes a base plan and town department-specific annexes, which capture key city department roles and responsibilities during emergencies and disasters.
City of Flagstaff, AZ Emergency Operations Plan Development	The City of Flagstaff, Arizona, contracted with EM Partners for planning support to develop the city's first Emergency Operations Plan (EOP). Our team facilitated the planning process for this all-hazards EOP development to include a base plan and city division-specific annexes, which capture key city department roles and responsibilities during emergencies and disasters.
Coconino County, AZ Emergency Operations Plan Update	EM Partners supported the Coconino County Emergency Management Department with an update to their all-hazards, multi-jurisdictional emergency operations plan (EOP). Our team facilitated 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. The published plan can be found at *coconino.az.gov/eop*.
Coconino County, AZ Emergency Management Operations Procedures Manual Development	The Coconino County Emergency Management Department has contracts with EM Partners to develop a comprehensive Operations Procedures Manual that serves as a guide for operationalizing their EOP. This manual will include policies and procedures for department day-

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Project Name	Project Overview
	to-day administration and procedures for the implementation of EOC section responsibilities. Including EOC Management, Operations, Logistics, Finance, Planning, and Recovery.
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. 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. This planning project provided the City of Sedona with actionable, ground-truth traffic study data and maps along with an operational plan to guide effective evacuation and re-entry operations for all threats and hazards. The published plan can be found at *sedonaaz.gov/evacuation*.
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.
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 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

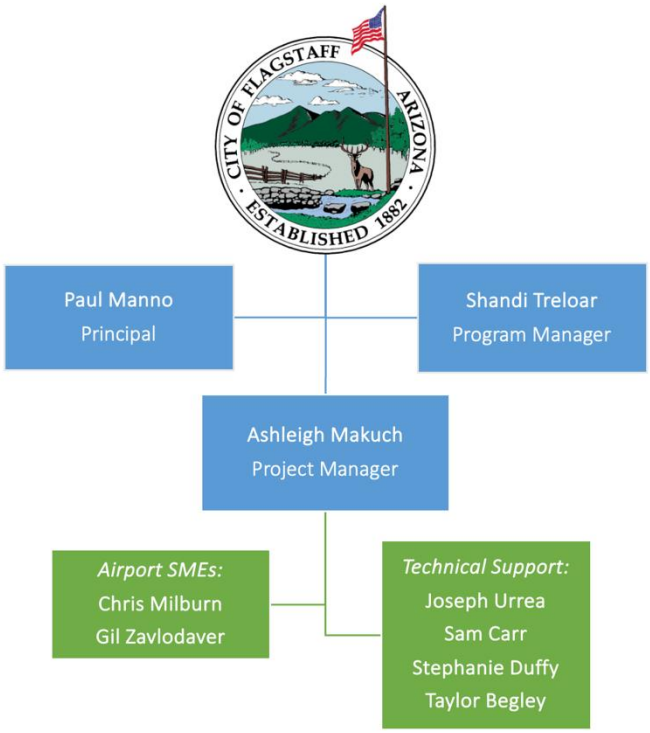
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Project Name	Project Overview
	completed over 15 individual interviews and have had over 2500 survey respondents. This project will culminate with the completion of four after-action reviews, two for DEMS and two for the Health Department.
Oregon COVID-19 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.

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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 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

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Staff	Qualifications
	Fairfax County AARs, and the State of Kansas CARES Act EOC Enhancement Grant program development.
Ashleigh Makuch Project Manager	Ashleigh Makuch is a Certified Emergency Manager (CEM) with over 9 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 currently managing EOP projects with the Town of Payson, City of Flagstaff, and Coconino County.
Chris Milburn Subject-Matter Expert	Chris Milburn has extensive experience in airport exercises and planning, primarily through his role as Aircraft Rescue Fire Fighting (ARFF) Fire Captain at Long Beach Airport. His responsibilities include ensuring the readiness and compliance of fire department personnel, apparatus, and equipment with FAA standards. He plays a pivotal role in evaluating and revising the Airport Emergency Plan (AEP) to align with FAA guidelines, coordinating closely with various stakeholders for effective implementation. Additionally, he has been the Planning Section Chief for Long Beach Airport Triennial Exercises in 2018, 2021, and 2023. In this capacity, he has led the development of comprehensive emergency scenarios, managed resource allocation efficiently, and orchestrated multi-agency coordination, ensuring the effectiveness of these large-scale emergency response exercises.
Gil Zavlodaver Subject-Matter Expert	Gil Zavlodaver is a Master Exercise Practitioner (MEP) and currently serves as a Senior Emergency Management Specialist at the Broward County Aviation Department, Fort Lauderdale-Hollywood International Airport (FLL). As the Airport Emergency Operations Center Director, he oversees activations, develops situation reports, and formulates the AEOC Incident Action Plan. He is responsible for FLL's Airport Emergency Plan, Hurricane Preparedness Plan, Continuity of Operations Plan, Distressed Passenger Program, and Terminal Evacuation Plan. Gil played a crucial role as the EOC Director during the 2023 April Flood Incident, which led to significant damages and a Presidential Major Disaster Declaration. He also directed the 2023 Operation Convergent FLL FAA Part 139 triennial full-scale exercise, focusing on a runway incursion and Mass Casualty Incident.
Joseph Urrea Senior Planner	Mr. Urrea is an accomplished emergency management professional with extensive experience in all five emergency management mission areas. He has worked for state and tribal agencies, as well as private emergency management consulting firms. Throughout his career, Joe has coordinated with federal, state, tribal, local, NGO, and private sector organizations during both real-world emergencies and training and exercises. Joe's areas of expertise include but are not limited to, instructing FEMA courses, continuity of operations planning, emergency operations planning, HSEEP exercise design and facilitation, grant administration, NIMS and ICS planning and

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Staff	Qualifications
	training, emergency operations center activations, recovery support, coordination with the Arizona National Guard, and supporting tribal governments before, during, and after disasters. Joe is a Master Exercise Practitioner, an HSEEP Trainer, an ICS Trainer, and a National Emergency Management Basic Academy Trainer. He has directed and supported numerous HSEEP exercises, including both discussion-based and operational exercises up to full-scale exercises.
Samuel Carr Jr. Planner	Samuel has over 8 years of professional experience. He has spent the majority of his career in emergency management, public administration, and public health. He has experience assisting local and state governments with FEMA and ASPR programmatic and financial management before, during, and after disasters. Sam has served as a member of a state emergency response team supporting response and recovery operations across the United States. He is an experienced program and project manager having previously overseen the delivery of federal disaster programs and deliverables for complex project and contract deliverables. Samuel has extensive education and experience in public administration, leveraging research and analytical thinking to support public safety agencies during planning, process improvement, and exercises.
Stephanie Duffy Jr. Planner	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. Stephanie supported the Coconino County EOP update and the Flagstaff EOP project.
Taylor Begley Analyst	Ms. Begley has three years of intense professional experience. She has worked with FBI Counterintelligence and Crisis Management and Coconino County Emergency Management. She was selected to serve as the facilitator for the Fall 2022, Spring 2023, and Fall 2023 Counterintelligence Surveillance Project which entailed designing the project, managing teams, coordinating with professors, creating intelligence briefs and updates, communicating effectively, and selecting and managing the team of spies. She also served as Team Leader to conduct surveillance for 90 hours on a student project playing the part of a Soviet Spy and managed the coordination of the team through the two-week project. She has published intelligence briefs in Eagle Eye on Afghanistan and is a Tripwire Intelligence Report Writer. Taylor recently supported the Flagstaff EOP project.

Project Approach

Airport Emergency Plan Update:

To update the Airport Emergency Plan (AEP) for the Flagstaff Pulliam Airport, our team will be guided by the Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide (CPG) 101. This guide is instrumental in developing and maintaining effective emergency operations plans. We are committed to ensuring that your AEP not only aligns with the City of Flagstaff Emergency Operations Plan (EOP) and Coconino County EOP, both of which EM Partners recently developed, but also integrates seamlessly with the Arizona State Emergency Response and Recovery Plan (SERRP) and aligns with all applicable federal

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plans and guidance. We will follow all guidance and requirements set in the FAA Advisory Circular for AEPs. This alignment is crucial for reflecting the operational relationships between various governmental levels.

In compliance with FAA Advisory Circulars, our approach will be both comprehensive and specific to the needs of the Flagstaff Airport. We understand the importance of adhering to FAA regulations to ensure that our airport operations are prepared for any emergency scenario. By aligning the AEP with the standards set forth by the FAA, we will create a robust and resilient plan that can effectively manage a variety of emergency situations, from natural disasters to security threats.

FEMA's CPG 101 outlines a six-step planning process that is both flexible and adaptable, making it an ideal framework for the project. Our team will follow this process, applying national planning standards to ensure that the updated AEP is not only compliant with these guidelines but also tailored to the unique needs and characteristics of the City of Flagstaff. The six steps outlined in CPG 101 will be reflected in our activities table below, highlighting our systematic and streamlined approach to this project. By combining the FEMA framework with FAA guidelines, the updated AEP will be a comprehensive, multi-faceted plan that ensures the safety and preparedness of Flagstaff Airport in any emergency.



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

Activity	EM Partners Approach
Project Scoping and Management—*Provide outstanding customer service through clear communication, systematic project management, and effective budget oversight.*	
Project Kickoff Meeting	Our proposed Project Manager, Ashleigh Makuch, will conduct a Project Kickoff Meeting with the Airport Project Lead and key stakeholders to validate the expectations and requirements for this AEP update project. During this meeting we will: • Introduce the project team. • Establish a shared understanding of roles and responsibilities and overall project goals and objectives.

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Activity	EM Partners Approach
	• 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. Prior to the meeting, Ashleigh will confirm meeting objectives with the Airport Project Lead and disseminate an agenda to all participants at least one day before the meeting.
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	Our team will schedule re-occurring meetings with the City of Flagstaff Project Lead and submit a weekly status report outlining: • Percentage of budget expended • Action items accomplished each week • Items that need resolution or assistance • Anticipated action items for the following week • Additional comments This reporting process has proven highly successful for our team on projects of similar size and scope.
Data Collection and Analysis—*Employ diverse information-gathering strategies to capture timely and accurate information related to the airport operations and AEP.*	
Document Collection and Review	We will work with the Planning Team to identify and collect policies, plans, and response documents that are applicable to the AEP 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.). 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.
Interviews	In addition to reviewing collected documents and data, our staff will coordinate with the Airport Project Lead and Planning Team to understand how the airport 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 AEP to inform plan development.

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Activity	EM Partners Approach
Data Analysis	Our team will conduct a thorough review and assessment of the airport's current operating environment and structure as they relate to the AEP and based on local, state, and federal 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.
Plan Update—*Update the airport operations plan in alignment with federal planning standards and unique to the operations and needs of the airport.*	
Facilitated Planning Meetings	Our team will facilitate up to seven (7) in-person planning meetings with the Planning Team: • 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. • Section-specific planning workshops – We will facilitate up to five (5) planning meetings (in-person or virtual) focused on the development of the functional and hazard-specific sections of the plan per the FAA Advisory Circular. These workshops will be conducted with the Airport Project Lead and appropriate stakeholder representation for each respective section. During these meetings, our team will gain necessary operational information and stakeholder feedback which will be incorporated into the draft prior to the final draft review meeting. We will work with the Airport Project Lead to determine the best organization and combining of section topics for each workshop based on interdependencies in the plan and applicable stakeholders. • Draft review meeting – We will facilitate a final in-person planning meeting once the draft update 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 Airport Project Lead for review and approval. 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.
Draft Revised Plan	EM Partners will develop a proposed outline and format for the revised EOP based on the existing plan, the FAA Advisory Circular, FEMA's Comprehensive Planning Guide 101 (CPG-101), National Incident Management System (NIMS) requirements, the Arizona SERRP, the Coconino County EOP, and the Flagstaff EOP, as well as the information identified during the data collection and analysis. We will ensure alignment across all supporting government levels and adherence to all requirements and guidelines. This outline will be reviewed and approved by the Airport Project Lead. Upon approval of the outline, EM Partners will create an initial draft by populating the proposed AEP with validated information from our data collection efforts. EM Partners

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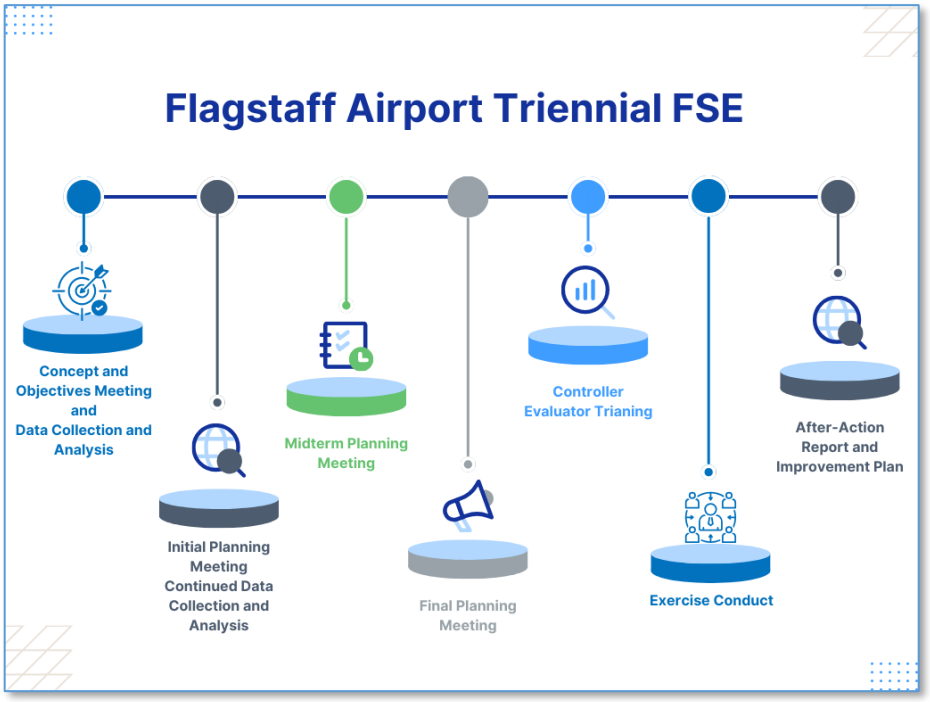
Activity	EM Partners Approach
	will coordinate with the appropriate stakeholders and airport subject-matter experts during the update and development of the plan.
Draft Review and Stakeholder Feedback	Upon completion of the initial draft, EM Partners will provide the Planning Team with the document for 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. 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 to all involved stakeholders. 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 AEP is consistent with airport missions and functions. The AEP 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.
Final Plan Development	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.

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Airport Triennial Exercise Support:

To support the airport's triennial full-scale exercise (FSE), we can adapt our approach to the needs of the airport. We will streamline our approach to meet the federal requirement for a triennial exercise by following the Homeland Security Exercise and Evaluation Program (HSEEP) guidelines and using our HSEEP-trained and Master Exercise Practitioner (MEP) staff to support the process.

Full Support Approach: Outlined in the graphic below is our approach to supporting the airport with a full team of airport and exercise SMEs and planners to facilitate the exercise planning process, develop all necessary exercise documentation, and develop an After-Action Report/Improvement Plan to evaluate the exercise. Our team's airport SMEs, MEPs, and HSEEP-trained staff will ensure this FSE is designed in a way that meets federal requirements and is HSEEP-compliant. This may also include optional in-person SME support during exercise conduct.



The specific activities we will perform to support the FSE are detailed below.

Activity	EM Partners Approach
Concepts and Objectives Meeting and Data Collection and Analysis	EM Partners will start by thoroughly understanding and identifying the goals and objectives that the airport wants to meet during this exercise and determine innovative approaches in the development and conduct of the exercise. We will collaborate to identify which stakeholders and data sources will provide the most valuable information for exercise development and work in conjunction with the airport to establish a clear timeline and milestones for the project. Our approach will also include a thorough evaluation of previous after-actions, exercises, and real-world events. This will allow us to

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Activity	EM Partners Approach
	test the improvements that have been made and dig deeper into the ones that have not as part of the exercise itself.
Initial Planning Meeting	During this meeting, EM Partners will facilitate a discussion focusing on finalizing the goals and objectives for the exercise and further discuss applicable plans, policies, and procedures that should be reviewed. We will also begin discussing the scenario for the exercise in alignment with federal requirements to determine what elements will best challenge the participants and help accomplish the goals and objectives. Finally, we will determine the roles and responsibilities of all stakeholders in the exercise, discuss logistics for the exercise, and identify what tools and resources should be utilized to enhance the exercise play.
Midterm Planning Meeting	During the midterm planning meeting, EM Partners will continue the discussion around the scenario development and the draft products that will be used for the exercise. These include the Situation Manual, the Exercise Plan, the Master Scenario Event List, the Facilitator Guide, and the Controller and Evaluator Guide. We will also discuss exercise logistics and begin finalizing those elements for conduct.
Final Planning Meeting	The final planning meeting will serve as the final opportunity to ensure all exercise products are complete and ready to be used. During this meeting, we will review roles and responsibilities, finalize logistics and ensure everyone is ready for the exercise.
Controller and Evaluator Training	EM Partners will develop an Exercise Evaluation Guide (EEG) and a user-friendly online evaluation survey. We also may hold a training session for selected C/Es, with an expert practitioner providing C/E training to equip the participants with information regarding general exercise coordination and best practices for exercise evaluation. This training will maximize participation and enable the long-term sustainability of the regional exercise program by building a cadre of trained controllers and evaluators for future exercises.
Exercise Conduct Support (optional)	As an optional item, we may provide up to four (4) team members to support the exercise conduct in-person at the airport. We can provide the city Exercise Director with co-facilitators, evaluators, and controllers as needed.
AAR/IP	The EM Partners team is extremely qualified in conducting AAR/IP processes for exercises and real-world events. Following the exercise, our team will analyze the results of the evaluation survey, conduct a hotwash, and develop a draft AAR/IP based on the results of the exercise play. We will conduct a virtual AAR/IP review meeting to finalize the document with the city and stakeholders.

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Alternate Consultation Support Approach: As an alternate option to the full exercise support outlined above, we can offer airport and exercise SMEs to be available to the city for approximately 2 hours a week for the duration of the exercise planning process for consultation only to support the city with their design of the exercise and answer questions related to exercise design and facilitation, airport-specific considerations, federal requirements for triennial exercises, etc.

We are able to scale our approach up or down based on the options listed above to meet the needs of the city and airport.

Proposed Project Schedule

EM Partners has outlined the proposed timeline below for updating the Airport Emergency Plan by December 31, 2024, and supporting the full-scale exercise design process for a September 2024 exercise conduct deadline. This timeline emphasizes conducting data collection, interviews, and workshops before the summer 2024 wildfire/monsoon season in order to maximize stakeholder availability.

To best prepare for the exercise, we propose the goal of completing the draft of the base plan and the aircraft incidents annex ahead of the exercise because these are the core sections of the plan that must be exercised. Following the exercise, we will work to complete the remaining functional and hazard-specific annexes. This timeline can be adjusted in coordination with the city based on operational demands on the key stakeholders for this plan development project.

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Project Management												
AEP: Data Collection and Analysis and Interviews												
AEP: Planning Meetings and Base Plan Update												
AEP: Annex Updates and Finalization												
FSE: Data Collection and Analysis												
FSE: Exercise Design Process												
FSE: Exercise Conduct												
FSE: AAR/IP												
Key	Solid green line indicates the estimated duration of the task Dashed blue line indicates anticipated extended coordination											

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Project Pricing

The table below outlines our team's overall estimated cost for this project broken down into the AEP cost, FSE full support cost, and the FSE consultation only cost; travel costs for in-person meetings and exercise support may be optional as well, opting for virtual meetings. We present estimated costs per task with a **not-to-exceed budget total per project component**. 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. All project travel will be billed according to GSA rates.

AEP Pricing

Project Management	Data Collection and Analysis	Base Plan Update	Annex Updates
• Project plan and communications • Project kickoff meeting • Weekly status meetings • Weekly status reports for the duration of the project	• Collection and review of documents • Analysis of after-action reviews • EMAP assessment • Interviews	• Two (2) Planning Team meetings • Plan outline • Draft plan • Final plan	• Up to four (4) department annex planning workshops • Up to four (4) department-specific annexes
$11,324	$10,730	$22,305	$38,215

Travel Costs (7 in-person meetings)	$16,176.00
Total Estimated Cost:	**$98,750.00**

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FSE Full Support Pricing

Project Management	Data Collection and Analysis	Meeting Facilitation	Document Development	Exercise Conduct Support (in-person)	AAR/IP
• Project plan and communications • Project kickoff meeting • Weekly status meetings • Weekly status reports for the duration of the project	• Collection and review of documents • Analysis of after-action reviews • EMAP assessment • Interviews	• Facilitation and documentation of four (4) planning meetings and one (1) C/E training	• Development of HSEEP-compliant exercise materials	• Up to four (4) SMEs in-person support during the exercise	• Evaluation Survey Analysis • Hotwash • AAR/IP • Draft Review Meeting
$12,595	$13,170	$21,425	$28,575	$6,336	$10,950

Travel Costs (7 in-person meetings)	$15,776.00
Total Estimated Cost:	**$108,827.00**

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We will not exceed the total estimated cost of the selected options listed above 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
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

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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)

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)

Program Manager Prince William County EM Technology Integration

- Coordinating the technology team and planning team's efforts to establish processes and procedures to enhance the County's operational and situational awareness. Once established the team will develop technology tools and capabilities to support the County.

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. This included over 50 hotwashes with 850+ participants.

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.

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, CEM

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

9

PROFILE

Ashleigh Makuch is a Certified Emergency Manager (CEM) over 9 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

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

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 Basic

Project Manager, Payson, AZ Emergency Operations Plan Update

- The Town of Payson, Arizona, has contracted with EM Partners to update the town's Emergency Operations Plan (EOP). Our team is facilitating the planning process for this all-hazards EOP development to address a hybrid Incident Command System (ICS)/functional operations structure.
- This update includes a base plan and town department-specific annexes, which capture key city department roles and responsibilities during emergencies and disasters.

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, Flagstaff, AZ Emergency Operations Plan Development

- Leading the development of the first all-hazards EOP for the City of Flagstaff. Facilitating the planning process for the EOP development to include creation of an EOP base plan, as well as the development division-specific annexes, which capture key city division roles and responsibilities during emergencies and disasters. Anticipated completion by end of 2023.

Project Manager, Coconino County, AZ Emergency Operations Plan Update and Operations Procedures Manual Development

- Led the update of Coconino County Emergency Management Department's all-hazards, multi-jurisdictional 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

Academy (Train-the-Trainer Certificate)

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

roles and responsibilities during emergencies and disasters, and an emergency operations center checklist annex.
- As an additional task added under this contract, leading the development of a comprehensive Operations Procedures Manual to support the implementation of the Coconino County EOP by Command and General Staff sections, to include procedures on topics such as, partner coordination, EOC activation, incident action planning, drone policy, resource request process, finance/administration, duty officer policy, etc. Anticipated completion by June 2024.

Consultant, City of Fairfax, VA Recovery Framework and Damage Assessment Guide
- Leading task to update the city's Damage Assessment and Reporting Guide. Anticipated completion by end of 2023.
- Leading task to update and expand the city's Pre-Disaster Recovery Plan. Anticipated completion by end of 2023.
- Led tasks to update city emergency management plans for Emergency Management Accreditation Program (EMAP) compliance. Plans included the city's Pre-Disaster Recovery Plan and the Continuity of Government Plan.

Project Manager, State of California Department of State Hospitals (DSH) COVID-19 After-Action Reports
- Leading development of seven reports, including an After-Action Report/Improvement Plan (AAR/IP) for the DSH headquarters, AAR/IPs for each of the five DSH hospital locations, and a system-wide Hospital Unified Command Group COVID-19 Response Report. Anticipated completion by end of 2023.

Consultant, Multnomah County, OR COVID-19 After-Action Report
- Supporting Multnomah County in conducting their after-action review for COVID-19. Reviewing and analyzing documents, conducting and documenting interviews, and facilitating hotwashes, and supporting the development of an AAR/IP.

Consultant, Falls Church, VA COVID-19 After-Action Review
- Supported Falls Church in conducting their after-action review for COVID-19. Supported review and development of AAR/IP and a Pandemic Playbook to guide stakeholder activities during future pandemic disasters.

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.

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 activating the SEOC.
- 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 responsibilities.
- 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/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 and deployed public information outreach for 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 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.

CHRIS MILBURN

EM PARTNERS

EDUCATION

Master of Arts, Security Studies (Homeland Security), U.S. Naval Postgraduate School

Bachelor of Arts, Communications; Biola University

Associate of Science, Fire Technology; Santa Ana College

YEARS OF EXPERIENCE

23

PROFILE

Chris Milburn has extensive experience in airport exercises and planning, primarily through his role as Aircraft Rescue Fire Fighting (ARFF) Fire Captain at Long Beach Airport. His responsibilities include ensuring the readiness and compliance of fire department personnel, apparatus, and equipment with FAA standards. He plays a pivotal role in evaluating and revising the Airport Emergency Plan (AEP) to align with FAA guidelines, coordinating closely with various stakeholders for effective implementation. Additionally, he has been the Planning Section Chief for Long Beach Airport Triennial Exercises in 2018, 2021, and 2023. In this capacity, he has led the development of comprehensive emergency scenarios, managed resource allocation efficiently, and orchestrated multi-agency coordination, ensuring the effectiveness of these large-scale emergency response exercises.

TRAINING, CERTIFICATIONS & LICENSES

LBFD Firefighter Training Instructor – Aircraft Rescue Fire Fighting

LBFD Peer Counselor Program Administrator

LBFD Pipe Band Program Administrator

LBFD Community Emergency Response Team ("CERT") Program Administrator

LBFD Recruitment Program Administrator

LBFD Public Information Officer

Adjunct Professor, Homeland Security and Emergency Management, Idaho State University

- Adjunct professor responsible for writing and teaching college courses, drawing on content expertise and thorough knowledge of academic principles and professional practice.
- Write course content in alignment with the institution's vision for the course
- Curate research-based materials to constitute the text and supporting materials
- Work with technology team to incorporate content into school's various platforms
- Teach course to university students, evaluating progress and maintaining thorough records
- Interact with students throughout the semester, providing support and feedback
- Report results and updates to department head and oversight bodies
- Maintain currency in key concepts, research, methodologies, tools, and applications
- Serve the university as an active member of the college community

Fire Captain, Long Beach Fire Department

- Company commander responsible for the leadership of professionals in complex emergency incidents in a diverse, densely populated, urban environment.
- Direct emergency operations including fires, medical responses, assaults and other acts of violence, technical rescues, or any other hazardous condition
- Analyze highly uncertain emergency scenes with limited information and develop team-based solutions within the framework of LBFD policy and procedure
- Adhere to and enforce fire department and city policies
- Document all crew actions in the station, during training exercises, and at emergency scenes
- Ensure crew members represent the LBFD at the highest levels of professionalism
- Investigate emergency scenes to determine underlying causes and contributing factors
- Produce written reports on findings and actions in the field

Aircraft Rescue Fire Fighting (ARFF) Fire Captain, Long Beach Airport (*LGB*) / Long Beach Fire Department

- As the FAA-recognized contract-holder of emergency service delivery to LGB Airport, ensure the readiness and compliance of fire department personnel, apparatus, and equipment in compliance with FAA standards

LGB Airport Emergency Plan ("AEP") responsibilities

- Evaluate existing AEP annually and recommend revisions, additions, and removals
- Review FAA standards and requirements regularly and apply developments to AEP
- Establish priorities for AEP improvements and inclusions during formal review periods
- Determine timelines and collaborate with partners to initiate and complete project
- Collaborate with contract holders to identify mutually beneficial solutions
- Apply relevant FAA standards to formal AEP in conjunction with Airport Operations
- Synthesize FAA standards with existing airport resources and capabilities
- Identify LBFD operational variations affecting airport responses and apply updates
- Identify stakeholder priorities and capabilities to coordinate team-based efforts
- Determine AEP compliance with relative agreements and MOUs and deconflict
- Evaluate proposals and edit content submitted by contributors prior to FAA review

Triennial Exercise responsibilities

- Planning Section Chief for LGB Triennial Exercises in 2018, 2021, & 2023
- Develop scenario and determine scope of exercise
- Establish timeline with airport partners and establish planning schedule
- Construct response matrix and determine allocation of resources
- Obtain commitments from partner agencies and coordinate participation
- Advise participants of expectations and standards
- Develop, revise, and update Event Action Plan / Incident Action Plan
- Confirm minimum performance standards and incorporate into IAP
- Coordinate emergency response resources and prepare personnel for drill
- Delegate responsibilities to partner agencies and confirm completion
- Apply Mass Casualty Incident benchmarks to Incident Action Plan
- Identify drill evaluators and review evaluations
- Establish Joint Information Center team and coordinate messaging
- Execute drill on the day of the event, coordinating multi-agency participation
- Conduct "after-action" review identifying successes and areas of improvement

Group Conflict & Terrorism Subject Matter Expert (SME) / Peer Reviewer
***Studies in Conflict and Terrorism* Professional Trade Journal**

- Evaluate and review submissions for publication in an academic trade journal, typically material dealing with group social dynamics, identity markers, and narrative content

GIL ZAVLODAVER

EM PARTNERS

EDUCATION

Master of Science in Emergency Services Administration, Summa Cum Laude, California State University, Long Beach

Bachelor of Arts in Political Science, Magna Cum Laude, University of California, Los Angeles

YEARS OF EXPERIENCE

13

PROFILE

Gil Zavlodaver is a Master Exercise Practitioner (MEP) and currently serves as a Senior Emergency Management Specialist at the Broward County Aviation Department, Fort Lauderdale-Hollywood International Airport (FLL). As the Airport Emergency Operations Center Director, he oversees activations, develops situation reports, and formulates the AEOC Incident Action Plan. He is responsible for FLL's Airport Emergency Plan, Hurricane Preparedness Plan, Continuity of Operations Plan, Distressed Passenger Program, and Terminal Evacuation Plan. Gil played a crucial role as the EOC Director during the 2023 April Flood Incident, which led to significant damages and a Presidential Major Disaster Declaration. He also directed the 2023 Operation Convergent FLL FAA Part 139 triennial full-scale exercise, focusing on a runway incursion and Mass Casualty Incident. Gil's skills include:

- Over thirteen years of analytical experience in plan development, grant administration, research and analysis, report writing, and budget management.
- Over nine years of experience in training and exercise development, management, and execution.
- Highly skilled in managing complex projects involving diverse groups of stakeholders, compressed deadlines, executive and political scrutiny, and managing budgets.
- Proven leader in managing complex, dynamic, and high stress environments.
- Demonstrated success in building meaningful partnerships and relationships with local, county, state and federal agencies, non-governmental organizations, non-profit organizations, community groups and the private sector.

TRAINING, CERTIFICATIONS & LICENSES

California Office of Emergency Services (Cal OES) Certified Emergency Management Instructor

Federal Emergency Management Agency (FEMA) Master Exercise Practitioner Program (MEP)

Incident Command System (ICS) L-962 Plans Section Chief Certification /L-958 – Operations Section Chief

Certification

Senior Emergency Management Specialist, Broward County Aviation Department, Fort Lauderdale-Hollywood International Airport (FLL), Fort Lauderdale, FL

- The Emergency Management Team is responsible for developing FLL's all-hazards emergency management program focusing on emergency preparedness, response, recovery, continuity of operations, and resumption of airport operations following real-world disasters.
- Responsible for FLL's Airport Emergency Plan (AEP), Hurricane Preparedness Plan, Continuity of Operations Plan (COOP), Distressed Passenger Program, and Terminal Evacuation Plan.
- Serve as the Airport Emergency Operations Center (AEOC) Director during activations. Responsible for supporting Command and General Staff positions, developing situation reports, and the AEOC Incident Action Plan.
- Served as the EOC Director for the 2023 April Flood Incident, resulting in a 48-hour airport closure, over $20 million in damages, and the incident received a Presidential Major Disaster Declaration and Public Assistance federal funds.
- Serve as the FLL's primary Cost Recovery Coordinator, overseeing FEMA Public Assistance Program for 2022 Hurricane Ian, and 2023 April Flood disasters. Familiar with conducting and collecting Initial Damage Assessments, Joint Preliminary Damage (PDA) Assessments, Force Account Labor and Equipment Costs, contractor/services costs, and FEMA's disaster categories.

FEMA Professional Development Series Certification

Texas A&M Engineering and Extension: Enhanced All Hazards Incident Management and Unified Command

Texas A&M Engineering and Extension: Emergency Operations Center Planning and Operations

Federal Emergency Management Agency (FEMA) IS/ICS/MGT Courses: 001, 22, 42,100,103,120,130,139,146,

191, 200, 202, 230, 235, 240, 241, 242, 244, 247, 248, 251, 288, 300, 314, 346, 358, 366, 368, 393, 400, 489, 546, 557, 632, 700, 703, 706, 775, 800, 958, 962, 2200, 2900

HONORS AND AWARDS

Publication, Campus Safety Magazine, How Colleges can leverage FEMA's IPAWS Program to save lives during emergencies, July 2022

Innovation Award, Ventura County Sheriff's Office, May 2016

Best Emergency Preparedness Drill / Exercise for 2012 Ventura County Gap Analysis Tabletop

Exercise, Ventura County Emergency Planning Council (EPC), December 2012

Best Emergency Preparedness Plan for 2010 Hazard Mitigation Plan Update, Ventura County

Emergency Planning Council (EPC), December 2010

- Responsible for designing, conducting, and executing FLL's emergency training and exercise program.
- Served as the Exercise Director and Lead HSEEP planner for 2023 Operation Convergent, FLL FAA Part 139 triennial full-scale exercise, a runway incursion resulting in a multi-aircraft collision and Mass Casualty Incident (MCI).
- Serve as FLL's Alert and Warning Coordinator, an authorized user to utilize FEMA's Integrated Public Alert and Warning System (IPAWS) Wireless Emergency Alert (WEA) program.
- Serve as FLL's WebEOC incident communication and management system administrator. Responsible for the WebEOC training program, user manuals and guides, user account management and access, and system configuration.

Director - Professional Services Department, Alertus Technologies, Baltimore, MD

- Established a new Professional Services Department that provides Alertus customers Emergency Management assistance, guidance, and expertise across three mission areas: 1) Customer engagement through paid service offerings 2) Emergency Management thought leadership, and 3) Emergency Management planning resources and customizable templates.
- Developed the Department's vision, direction, strategic and financial goals, objectives, and paid service offerings.
- Built a multi-disciplinary team of consultants to execute paid service offerings for Alertus customers. Oversee the Professional Services Team and manage all project engagements, budgets, timelines, and deliverables.
- Hosted virtual webinar series, Alertus Emergency Management Forums, providing various topics covering Emergency Management and specifically Emergency Notification System planning topics focusing on real-world cases-studies, best practices, and lessons learned.
- Hosted an Alertus Emergency Planning Workshop, an interactive, hands-on, and activities-based workshop that walks customers through the development of an Emergency Notification System and Response Planning. Course offerings are delivered over multiple days, both virtually or in-person.
- Developed and executed emergency training programs for new and existing customers. The training and education programs inform customers on strategies to successfully integrate their emergency planning and response approach with their Alertus system.
- Developed the Professional Services resource webpage on Alertus' customer portal. Customers can download emergency management templates, review recorded webinars and seminars, read published articles, and engage directly with the Professional Services Team.
- Developed Emergency Management resources available to all Alertus customers. Resources include writing emergency planning templates, standard operating procedure templates, job aids, and checklists.
- Oversaw Alertus' Integrated Public Alert and Warning System (IPAWS) Program and serve as the Alertus' expert on our IPAWS solution. I train customers on the use of Alertus' IPAWS software to be successful in sending IPAWS alerts for all-hazards emergencies.
- Served as an Emergency Management thought leader conducting speaking engagements at conferences and publishing articles in various professional trade publications.
- Served as the subject matter expert for both internal Alertus teams and customers on matters involving emergency preparedness, mitigation, response, and recovery operations.

Recovery Planner, CSA Group

- Recovery planner assigned to develop a COVID-19 Recovery Framework and Plan for a major metropolitan city.
- Researched, analyzed, and developed lessons learned, best practices, strategies, and initiatives to increase the city's sustainability, equity, and resiliency to COVID-19.
- Facilitated meetings, workshops, and interviews between the client, internal planning team, subject matters experts, and partner agencies.
- Developed research and analysis reports, materials, documents, and meeting summaries for the client.

Office of Emergency Services, Ventura County Sheriff's Office

Senior Program Administrator I/II/III

- The senior program administrator/ Deputy Director works directly with the Director to manage the day-to-day operations of OES and all emergency management programs (preparedness, community outreach, response, mitigation, recovery, grant/fiscal and administrative functions). I supervise two program administrators overseeing the plans, preparedness, and grant sections.
- •Served as Plans Section Coordinator, Operations/Alert and Warning Coordinator and an Incident Command Post Agency Representative focusing on evacuations, alert and warning notifications, sheltering, and repopulations operations for major incidents in Ventura County. Served on the following incidents: Springs Fire 2013, Santa Paula Wastewater Chemical Spill 2014, Camarillo Debris Flow 2014, Thomas Fire 2017, Borderline Mass Shooting 2018, Hill/Woolsey Fires 2018, and the Easy and Maria Fires 2019.
- Oversaw the development and maintenance of the County's Emergency Operations Plan, Multi-Hazard Mitigation Plan, Continuity of Operations Plans, and 15 annex plans. Includes project management, stakeholder coordination, overseeing contracts and vendors, developing timelines and milestones, writing request for proposals, and managing budgets.
- Served as an emergency on-call Duty Officer to include responding as a field liaison between the Incident Command Post and the Ventura County Emergency Operations Center (EOC).
- Managed the Hill and Woolsey After Action Report process. Facilitated five de-briefing meetings with over 40 organizations, conducted complex research and analysis, coordinated with executives, elected officials, and wrote the report and improvement plan.
- Administered a $400,000 federal grant (Emergency Management Performance Grant) to include grant management between the state, county and ten cities, managing grant workbooks, engaging in procurement, coordinating sub-recipient projects, ensuring adherence to federal and state grant regulations, project modifications, cash requests/reimbursements, and writing board letters.
- Experienced in developing, implementing, and maintaining information technology platforms to include a common operation picture platform, damage assessment program, and emergency communication tools. These tools increased operational efficiency and effectiveness during emergencies.

Program Administrator I/II/III

- Managed the Ventura County EOC to include staffing, training, and facility readiness on a 24/7 basis. Developed the EOC recruitment and credentialing program to establish a cadre of county employees trained and ready to serve on the EOC team in emergencies. EOC team consists of over 100 county employees from a wide range of departments. Provided each EOC team member with over nine courses consisting of 65 hours of EOC training and exercises.
- Served as the Alert and Warning Coordinator overseeing a regional Emergency Notification System for Ventura County to include over 25 county departments, and

ten cities. Managed the administrative, technical, and real-world use of the Emergency Notification System involving public emergency notifications (VC Alert), internal emergency response team activations, and Ventura County's employee emergency notification system (VC Notify). I developed an Alert and Warning Plan, managed the vendor contract, and annual budget, wrote Ventura County Board of Supervisors board letters, conducted complex research and analysis following major incidents, and incorporated local and state legislation governing alert and warning regulations and practices.

- Served as an Exercise and Training Coordinator developing seminars, workshops, tabletops, and functional exercises for the county and ten cities using HSEEP principles. Activities include managing working groups and planning meetings, developing master exercise scenario events list (MSELs), developing exercise timelines and milestones, budget management, conducting executive briefings, overseeing exercise logistics, after-action report, and improvement plan development.
- Participated in town-hall meetings pre/post disasters to communities in high hazard areas. Presented to large groups on alert and warning, evacuations, and general emergency preparedness activities to build resiliency. Provided emergency preparedness presentations to community groups, homeowner associations, senior living facilities, non-profit organizations, advocacy groups, and businesses.
- Developed standard operating procedures, checklists, job aids and training materials for the County's Emergency Operations Center, and the OES Duty Officer Program.

Administrative Aide

- Assisted in writing the County's Emergency Operations Plan and Multi-Hazard Mitigation Plan.
- Participated in safety fairs around the county and provided emergency preparedness training,
- education, and information.
- Performed day-to-day administrative functions of OES to include processing general claims, fiscal/grant
- administration, processing claims and reimbursements for sub-recipients, and managing and tracking
- correspondence with outside agencies.
- Oversaw the OES fleet management program and maintenance of five public safety vehicles.

JOSEPH URREA

EM PARTNERS

EDUCATION

MA, Public Administration, Arizona State University

BA, Philosophy, University of California

BA, Political Science, University of California

YEARS OF EXPERIENCE

14

PROFILE

Mr. Joseph Urrea is an accomplished emergency management professional with extensive experience in all five emergency management mission areas. He has worked for state and tribal agencies, as well as private emergency management consulting firms. Throughout his career, Joe has coordinated with federal, state, tribal, local, NGO, and private sector organizations during both real-world emergencies and training and exercises. Urrea's areas of expertise include, but are not limited to, instructing FEMA courses, continuity of operations planning, emergency operations planning, HSEEP exercise design and facilitation, grant administration, NIMS and ICS planning and training, emergency operations center activations, recovery support, coordination with the Arizona National Guard, and supporting tribal governments before, during, and after disasters.

Mr. Urrea is a Master Exercise Practitioner, an HSEEP Trainer, an ICS Trainer, and a National Emergency Management Basic Academy Trainer. He has directed and supported numerous HSEEP exercises, including both discussion-based and operational exercises up to full-scale exercises.

TRAINING, CERTIFICATIONS & LICENSES

National Emergency Management Basic Academy

Professional Development Series

Advanced Professional Series

Incident Command System (ICS) Trainer

Homeland Security Exercise and Evaluation (HSEEP) Trainer

Community Emergency Response Team (CERT) Trainer

Multihazard Emergency Planning for Schools Train-the-Trainer (TtT)

Master Exercise Practitioner (MEP)

National Emergency Management Basic Academy Trainer

Emergency Management Coordinator, Salt River Pima-Maricopa Indian Community (SRPMIC)

- Developed a National Incident Management System (NIMS)/Incident Command System (ICS) Training Plan and Integrated Preparedness Plan (IPP) for the SRPMIC.
- Developing a Learning Management System (LMS) that tracks NIMS/ICS compliance of all SRPMIC department, organization, and enterprise personnel.
- Serve as the SRPMIC instructor for NIMS, ICS, and Homeland Security Exercise and Evaluation Program (HSEEP) courses for SRPMIC department, organization, and enterprise personnel.
- Develop HSEEP-compliant Tabletops, Drills, Functional, and Full-scale exercises along with relevant documentation (Situation Manuals, Player Handouts, Exercise Plans, Controller and Evaluator Handbooks, Exercise Evaluation Guides and After Action Reports/Improvement Plans) for the SRPMIC and partners.
- Support the revision and updating of the SRPMIC Emergency Operations Plan (EOP) and SRPMIC Continuity of Operations (COOP) plan as requested.

Tribal Liaison, Arizona Department of Emergency and Military Affairs (DEMA)

- Coordinated with all 22 federally-recognized Tribes in Arizona.
- Provided technical planning and assistance to Tribal and State officials, Governor's staff, State Emergency Council, and others before, during, and after disasters.
- Ensured DEMA and the Arizona National Guard (AZNG) maintained legal and technical compliance with the provisions and criteria of ever-changing and evolving state and federal emergency and disaster laws.
- Represented DEMA as Agency Liaison in the State Emergency Operations Center (SEOC), in Tribal Emergency Operations Centers (EOC), and on Wildland Fire Cooperators Calls when Tribal lands are impacted.

- Represented DEMA in meetings with the Federal Emergency Management Agency (FEMA), Tribal officials, various Federal and State agencies, Volunteer Organizations Active in Disasters (VOAD), and various local and civic groups.
- Supported Tribes with development of HSEEP compliant exercises (Tabletop, Drills, Functional, and Full-Scale) and After Action Reports/Improvement Plans (AAR/IP).
- Provided Tribes and other partners with HSEEP instruction.
- Provided Tribes with ICS guidance and instruction.
- Supported Tribes with EOP, Emergency Response Plan (ERP), and Hazard Mitigation Plan (HMP) development and updates.
- Served as Lead COOP planner for DEMA Division of Administrative Services (DAS).
- Managed Emergency Management Performance Grant (EMPG) Tribal Liaison budget.

Lead Consultant

- Provided real-world based subject-matter expertise in the development of EOPs, ERPs, Field Operation Guide (FOG), and COOP plans.
- Developed HSEEP-compliant exercises (Tabletop, Functional, and Full-Scale).
- Served as Lead Instructor for training courses covering NIMS, EOC Management, ICS/EOC Interface, and HSEEP.

Senior Emergency Management Planner

- Provided real-world based subject-matter expertise in the development of EOPs, ERPs, COOP, Workforce Development and Just-In-Time Training (JITT) plans.
- Developed HSEEP-compliant emergency preparedness exercises (Tabletop, Functional, and Full-Scale).
- Directed terrorism prevention Tabletop and Full-Scale exercises.
- Served as Lead Instructor for ICS and HSEEP Controller/Evaluator courses.

State Hazard Analysis Officer, Arizona Division of Emergency Management

- Identified and analyzed potential natural, technological, and man-made hazards to the State of Arizona to prepare its residents and minimize any potential impacts.
- Developed monthly statewide Threat Outlook Matrix that identified and assessed natural, technological, and man-made hazards on a regional basis across the State.
- Developed Tabletop Exercise focusing on an emergency response to the Nogales Wash and lead a Task Force Study on Nogales Wash needs and improvements.
- Served in various emergency response roles supporting the SEOC including the Situation Unit Leader and the Operations Section Chief.
- Assisted FEMA in conducting Preliminary Damage Assessments (PDAs) on Tribal lands following the 2010 Winter Storm event.
- Served as a member of the State Hazard Mitigation Planning Team, reviewing and making revision recommendations to State of Arizona Hazard Mitigation Plan.

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.

- 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.

SAMUEL CARR

EM PARTNERS

EDUCATION

MS, Criminal Justice/Homeland Security, Liberty University

BS, Criminal Justice, Radford University

YEARS OF EXPERIENCE

8 Professional

PROFILE

Samuel has over 8 years of professional experience. He has spent the majority of his career in emergency management, public administration, and public health. He has experience assisting local and state governments with FEMA and ASPR programmatic and financial management before, during, and after disasters. Sam has served as a member of a state emergency response team supporting response and recovery operations across the United States. He is an experienced program and project manager having previously overseen the delivery of federal disaster programs and deliverables for complex project and contract deliverables. Samuel has extensive education and experience in public administration, leveraging research and analytical thinking to support public safety agencies during planning, process improvement, and exercise projects.

TRAINING, CERTIFICATIONS & LICENSES

FEMA Incident Command Systems Training; ICS-100c, 200c, 300, 400, 700b, 800d

FEMA Professional Development Series; IS-120c, 230d, 235c, 240b, 241b, 242b, 244b

Homeland Security Exercise and Evaluation Program (HSEEP)

National Emergency Management Basic Academy

Operational Level Response to HazMat/WMD Incidents (PER212)

Business Continuity Planning (MGT381)

Disaster Preparedness for Healthcare Organizations (MGT341)

Planning Specialist

- Worked with statewide and regional healthcare coalitions to support Hospital Preparedness Program (HPP) capabilities and meet coalition deliverables.
- Routinely worked directly with clients to identify project goals and reasonable timelines for each client's needs.
- Duties included meeting logistics and support; project deliverable completions and review; project funding support and tracking; budget tracking; and exercise design.
- Previously served as an Assistant Readiness and Response Coordinator for Vermont's healthcare coalition.
- Led the development of plans, scenarios, and After-Action Reports for multiple regional and statewide exercises.

Emergency Support Specialist, REI Cooperative

- Supported establishing the Co-Op Emergency Coordination Center (Co-ECC) within the asset protection division. The Co-ECC serves as an all-hazards emergency operations center to coordinate preparedness, response, and recovery operations for assets across the company.
- Made extensive use of Everbridge products to analyze open-source intelligence to assess threats and hazards to employees and physical assets and send mass emergency notifications to employees and company leaders.
- Contributed subject matter knowledge to integrate emergency management principles into a private retail company, including developing a plan to regionalize emergency preparedness efforts across the company and developing the structure for a virtual emergency operations center.
- Worked with stakeholders across the country to develop a hazard vulnerability assessment program for assets across the country. This assessment process is leading the way to build the company's first holistic business continuity program.

Individual Assistance Officer, South Carolina Emergency Management Division

- Coordinated and managed the delivery of human services programs directed to disaster recovery.
- As the state's designated SME, I worked directly with state and federal agencies and county and municipal governments.

- Led the development and implementation of a virtual damage assessment platform to support IA and PA damage assessments at the county and state levels; this included working with outside contractors and leading a stakeholder working group to review and implement the program.
- Participated in and led multiple state and national working groups with federal, state, local, and non-governmental stakeholders.
- Supervised the state's Voluntary Agency Liaison (VAL), responsible for coordinating voluntary agency support for disaster response and recovery.
- As a member of the Recovery and Mitigation Section management team, gained an intimate knowledge of the FEMA Public Assistance and Hazard Mitigation Grant Programs, which included providing direct support for other program managers during disasters.
- Acted as an instructor for emergency management courses held throughout the state teaching a variety of topics to diverse stakeholder group

Graduate Teaching Fellow, Radford University

- Independently taught two sections of sophomore and junior level classes focusing on American courts and criminal processes. The goal of the course was to prepare students for senior-level courses and introduce students to the concepts of law, courts, and legal ethics. The course utilized team-based learning to engage students in small learning groups.
- Assisted with instruction for two sections of undergraduate emergency management classes that focused on the foundational level emergency management, including participation in multiple table-top exercises and discussion-based scenarios. While in this role, worked with a multidisciplinary team to design, implement, and evaluate a campus-wide table-top exercise with internal and external stakeholders
- Produced and submitted Progress Payments and Close-Out for over $20MM of Public Assistance Projects

Chief Ranger, Virginia Department of Conservation and Recreation

- Managed daily operations, and facilities maintenance to include preventive and cyclical maintenance.
- Managed a staff of approximately 20 salaried and hourly employees.
- Acted as a project manager on in-park construction projects overseeing various projects from conception to completion.

TAYLOR BEGLEY

EM PARTNERS

EDUCATION

BS, Global Security & Intelligence, Embry-Riddle Aeronautical University (expected May 2024)

YEARS OF EXPERIENCE

3

PROFILE

Taylor has three years of intense professional experience. She has worked with FBI Counterintelligence and Crisis Management and Coconino County Emergency Management. She was selected to serve as the facilitator for the Fall 2022, Spring 2023, and Fall 2023 Counterintelligence Surveillance Project which entailed designing the project, managing teams, coordinating with professors, creating intelligence briefs and updates, communicating effectively, and selecting and managing the team of spies. She also served as Team Leader to conduct surveillance for 90 hours on a student project playing the part of a Soviet Spy and managed the coordination of the team through the two-week project. She has published intelligence briefs in Eagle Eye on Afghanistan and is a Tripwire Intelligence Report Writer.

TRAINING, CERTIFICATIONS & LICENSES

IS-2500: National Prevention Framework

ICS-100: Intro to Incident Command Systems

ICS-200: Basic Incident Command System for Initial Response

IS-800d: National Response Framework

Crisis Management Intern, FBI Honors Internship Program

- Served as the Critical Incident Operations Specialist in covert Command Post Operations during a multiagency operation
- Designed Tabletop Training Exercise programs for the San Diego Operations Center
- Oversaw and facilitated the updating of all Crisis Management Standard Operating Procedures for the San Diego Field Office and Area of Responsibility
- Authored the San Diego FBI Metropolitan Correctional Facility Crisis Response Plan
- Utilized Spanish speaking ability to assist with OpMed training instruction during the Mexican American Liaison Law Enforcement Training event hosted in San Diego, California
- Created a medical digital overlay for FBI SWAT to decrease transportation time in the event of a law enforcement medical emergency
- Worked with special teams to include SABTs, SWAT, CNTs, and ERT to aid in training exercises and various special events

Indian Country Crime Intern

- Contributed to investigative work including reviewing evidence, briefing agents, and creating electronic records for reporting
- Utilized investigative skills to take on responsibility for evidentiary analysis of two Indian country crime cases in order to provide the case agent with adequate evidence for suspect identification and the subsequent trials

Counterterrorism Intern, FBI

- Assist with casework, projects, and aid agents and professional staff in their daily duties and investigations. Specifically aided the following squads:
  - CT2: Counterterrorism
    - Directed the San Diego Joint Terrorism Task Force Mass Violence Analytics Project
    - Researched and assembled data on mass violence events in order to create a digital analysis tool to aid case agents in identifying potential offenders
    - Briefed San Diego Field Office leadership on the use of the above mentioned digital analysis tool and assisted in distribution and education of the program

- CM1: Crisis Management
  - Selected to perform Crisis Management Specialist duties and provide Executive Management with insight during a joint Crisis Negotiation Team/SWAT/ San Diego Police Department Field Training Exercise
  - Authored After-Action Review analysis for command staff to aid in strengthening the San Diego Field Office response to a critical incident
- CE1: Violent Crimes Task Force- Gang Group
  - Assessed operations to document illegal activity and decrease evidence gaps
  - Analyzed surveillance of illegal activity for video evidence collection in order to acquire adequate evidence for a full gang take-down
  - Completed an operation transcription
- HT1: Human Trafficking
  - Conducted research on the Victim Notification Project to gather victim information and properly organize and document information for case agents

Intern, Prescott Valley Police Department

- Assisted detectives and Drug Enforcement Unit in search warrants serving as a searcher, evidence photographer, and scribe
- Designed the Floor Plan of Prescott Valley Police Department's Emergency Operations Center using Visio and briefed it to the Police Departments Emergency Management team
- Attended Buried Body training taught by Dr. Laura Fulginiti and participated in the practical exercise
- Aided the Prescott Valley Police Department's Cold Case Investigations Unit on open cases
- Reviewed cases for the Criminal Investigation's Division to provide insight and brief detectives
- Researched Drug-Induced Homicide Laws to brief to the Commander in anticipation of new legislation in Arizona
- Updated and modernized the Prescott Valley Police Department Criminal Investigations Division Supervisors Manual
- Trained with the Prescott Valley Police Department SWAT Team
- Worked with each department to include Evidence, Crime Prevention, Patrol, Victim Advocacy, dispatch, and Criminal Investigations
- Developed and implemented a program aimed at reducing Catalytic Converter Thefts in Prescott Valley
- Organized counterfeit cases from evidence by case number and bill type for a U.S. Secret Service Counterfeit Submission Report

Intern, Coconino County Emergency Management

- Served as Operations Deputy Sections Chief and Logistics Deputy Sections Chief during the Rafael fire and Museum Fire Flood Emergency Operations Center
  - Supported the Planning and Management Sections
  - Assisted with the Management Section on meetings and briefings
- Continued work in the active COVID-19 Health Emergency Operations Center
- Managed a tabletop training exercise involving assisting with the virtual setting of the exercise and playing a key role in the revision process
- Produced After Action Reports following Homeland Security Exercise and Evaluation Program guidelines
- Reviewed and updated the Coconino County Emergency Operations Plan to follow the Arizona State Emergency Operations Plan

- Served as Logistics Section Assistant of Coconino County Blitz events
- Designed and oversaw a drive thru COVID-19 testing site in Williams, Arizona
- Worked in the COVID-19 Health Emergency Operations Center
- Developed Public Health Emergency Preparedness Response kits
- Designed PPE push packages for Red Cross
- Corresponded with first responders to get them PPE
- Tracked inventory of PPE and assembled COVID-19 test kits
- Assisted with the operation of the COVID-19 Fort Tuthill Testing Site including running intake and organizing swabbers
- Facilitated site tours to government personnel such as National Guard Medics, Federal Emergency Management Agency staff, Department of Emergency and Military Affairs staff, 91st Civil Support Team staff, and staff of Arizona's Adjutant General, Major General McGuire

9. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Sam Beckett, Public Works Streets Section Director

Co-Submitter: Marshall Ronningen

Date: 01/30/2024

Meeting Date: 02/06/2024

TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with Sands Motor Company, Inc. in the amount of $44,631.48, plus other fees and taxes, for the purchase of one (1) 2024 Chevrolet Silverado work truck for the Facilities Section.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Sands Motor Company, Inc. in the amount of $44,631.48, plus other fees and taxes, for the purchase one (1) 2024 Chevrolet Silverado Work Truck for the Facilities Section; and
2. Authorize the City Manager to execute the necessary document.

Executive Summary:

The Facilities team maintains over 100 buildings just over 1 million square feet of city buildings. Our facilities technicians are required to work independently to meet all the maintenance and emergency response needs daily. This vehicle will be used in day to day operations supporting the facilities' extensive workload city-wide. Our facilities technicians are required and need a vehicle to operate and respond at all hours and in all weather conditions. Additionally, this vehicle has been vetted and approved by the Fleet Management Committee and one of four vehicles that were approved for replacement in FY2023-24.

This vehicle consideration requires a Council review due to exceeding procurement thresholds with one vendor within a single fiscal year. Although this vehicle is less than $50,000, the aggregate with this vendor will exceed the $50,000 threshold and requires Council approval.

Financial Impact:

The Facilities section budgeted $50,000 for this truck in FY 23/24 (GL#001-06-152-0510-3-4401) for vehicle replacement utilizing general fund dollars.

Policy Impact:

This vehicle will directly support the city's mission to provide the highest level of service to all our city facilities.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Become an employer of choice and provide employees with the necessary tools, training, and support.

Carbon Neutrality Plan

This vehicle moves us closer to our Carbon Neutrality goal by providing a much more efficient v6 engine that reduces our carbon footprint and increases our fuel economy. The Fleet management Committee has approved the purchase of this vehicle to help meet the growing operational need in the facilities team.

Has There Been Previous Council Decision on This:

No.

Background/History:

The Purchasing section has reviewed the competitively solicited cooperative purchase options available and confirmed that the Arizona Department of Transportation (ADOT) conducted a competitive and open procurement process through Request for Proposal Solicitation No. BPM004157 that resulted in Contract No. CTR059324 with Sands Chevrolet, Inc. This contract has been verified as valid and appropriate for the purchase of the specified vehicles and presents the best value to the City.

Attachments: Cooperative Purchase Contract
Exhibit A - Quote
Exhibit B - Agency Contract
Exhibit B.2 - Agency Pricing

COOPERATIVE PURCHASE CONTRACT
Contract No. 2024-124

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Sands Motor Company, Inc., an Arizona Corporation ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of Chevrolet Vehicles;

B. The Arizona Department of Transportation (ADOT) conducted a competitive and open procurement process through Request for Proposal Solicitation No. BPM004157 that resulted in Contract No. CTR059324 with the Contractor ("Agency Contract"); and

C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to the City the materials and or services, as specified in the Scope of Work attached as *Exhibit A*, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

2024 CHEVROLET SILVERADO 1500 FACILITES

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as *Exhibit A* and incorporated by reference.

3. Payment: Payment to Contractor for the materials and or services provided for **FORTY-FOUR THOUSAND, SIX HUNDRED THIRTY-ONE DOLLARS AND FORTY-EIGHT CENTS ($44,631.48), in addition to other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the amendment price increase is less than $50,000; otherwise, City Council approval is required.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as *Exhibit B*, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

8. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Marshall Joe Ronningen
Facilities Superintendent
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
marshall.ronnigen@flagstaffaz.gov
Phone: 928-213-2160

To Contractor:
Arturo Cervantes
Fleet Manager
Sands Motor Company, Inc.
5418 NW Grand Ave
Glendale, AZ 85301
artdodgers@gmail.com

With a copy to:
Emily Markel
City of Flagstaff Procurement
211 W. Aspen Ave.
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov
Phone: 928-213-2276

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

SANDS MOTOR COMPANY, INC.

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

Last Updated October 30, 2023

EXHIBIT A
SCOPE OF WORK
(attached)

1. Quote for 2024 Chevrolet Silverado 1500 (two pages) (attached)

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Agency Contract CTR059324 Award Request for Proposal Solicitation No. BPM004157, Contract CTR059324 Amendment Summary, Contract CTR059324 Pricing (88 pages)
2. Arizona Department of Transportation Pricing

Sands CHEVROLET

Date: 01/10/2024
Salesperson: Arturo Cervantes Christopher Sollars
Manager: Arturo Cervantes

FOR INTERNAL USE ONLY

BUSINESS NAME City of flagstaff — Home Phone:
CONTACT

Address : 211 W ASPEN AVE
FLAGSTAFF, AZ 86001
COCONINO — Work Phone:

E-Mail : nate123213@outlook.com — Cell Phone: (928) 741-6741

VEHICLE

Stock # : 240381 — New / Used : New — VIN : 1GCRDAEK0RZ117162 — Mileage: 5
Vehicle : 2024 Chevrolet Silverado 1500 — Color : Summit White
Type : Work Truck 4x4 — CK10753

TRADE IN

Payoff : — VIN : — Mileage:
Vehicle : — Color :
Type :

Retail Payments	Estimated		
Cash Down	1,750	2,750	3,750
60 Months	846	827	808
66 Months	781	763	745
72 Months	726	709	692

* Estimated A.P.R. Subject to equlty and credit requirements.

Market Value Selling Price	44,590.00
Discount	5,350.00
Adjusted Price	39,240.00
Desert Cooling Package	1,895.00
Total Purchase	41,135.00
Trade Allowance	
Trade Difference	41,135.00
Tax	3,496.48
Net Price	44,631.48
Trade Payoff	
Balance	44,631.48

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

◀ PULL THIS STRIP TO EXPOSE ADHESIVE

CHEVROLET

2024 SILVERADO 1500 DBL WT 4WD

EXTERIOR: SUMMIT WHITE
INTERIOR: JET BLACK

ENGINE: TURBOMAX
TRANSMISSION: 8-SPEED AUTO

Visit us at www.chevy.com

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

DOUBLE CAB STANDARD BED 4WD

OWNER BENEFITS
- 3 YEAR / 36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR / 100,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT
- WHICHEVER COMES FIRST *SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

SAFETY & SECURITY
- CHEVY SAFETY ASSIST
  - *AUTOMATIC EMERGENCY BRAKING
  - *FORWARD COLLISION ALERT
  - *FRONT PEDESTRIAN BRAKING
  - *LANE KEEP ASSIST W/LANE DEPARTURE WARNING
  - *FOLLOWING DISTANCE INDICATOR
  - *INTELLIBEAM-AUTO HIGH BEAM
- REAR VISION CAMERA
- TEEN DRIVER MODE
- TIRE PRESSURE MONITORING WITH TIRE FILL ALERT

PERFORMANCE & MECHANICAL
- AUTOTRAC TRANSFER CASE
- 220 AMP ALTERNATOR
- STABILITRAK W/ TRAILER SWAY CONTROL & HILL START ASSIST
- ALL-SEASON TIRES
- BRAKE PAD WEAR INDICATOR

CONNECTIVITY & TECHNOLOGY
- CHEVROLET INFOTAINMENT 3 7" DIAG COLOR TOUCHSCREEN ADDITIONAL FEATURES FOR COMPATIBLE PHONES INCLUDE: BLUETOOTH AUDIO STREAMING VOICE COMMAND PASSTHROUGH TO PHONE, WIRELESS ANDROID AUTO & APPLE CARPLAY CAPABLE
- USB PORTS
- DRIVER INFORMATION CENTER
- REMOTE KEYLESS ENTRY
- PUSH BUTTON START
- REAR SEAT REMINDER

INTERIOR
- AIR CONDITIONING
- POWER WINDOWS
- POWER DOOR LOCKS
- FRONT 40/20/40 BENCH SEATS W/ ARMREST & UNDERSEAT STORAGE
- REAR 60/40 FOLDING BENCH SEAT

EXTERIOR
- CORNERSTEP REAR BUMPER
- LOCKING TAILGATE
- FRONT RECOVERY HOOKS

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE	**$43,400.00**

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

WT FLEET CONVENIENCE PACKAGE	795.00
• DEEP-TINTED GLASS	
• REAR WINDOW DEFOGGER	
• CRUISE CONTROL	
• OUTSIDE POWER MIRRORS	
GVWR: 7,000 LBS. (3,175 KG)	INC.
REAR AXLE: 3.42 RATIO	INC.
17" PAINTED STEEL WHEELS	INC.
TOTAL OPTIONS	$795.00
TOTAL VEHICLE & OPTIONS	$44,195.00
DESTINATION CHARGE	1,895.00
TOTAL BEFORE SAVINGS	$46,090.00
TURBOMAX ENGINE CREDIT	-1,500.00
TOTAL VEHICLE PRICE*	**$44,590.00**

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

SILVERADO 4WD

Fuel Economy
19 MPG
combined city/hwy

18 city
21 highway

5.3 gallons per 100 miles

Standard pickup trucks range from 12 to 73 MPG. The best vehicle rates 140 MPGe.

You spend **$4,500** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **$2,850**

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 4 (1 – 10, Best)

Smog Rating (tailpipe only): 7 (1 – 10, Best)

This vehicle emits 468 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.60 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score — Not Rated
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver	Not Rated
	Passenger	Not Rated

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat	★★★★★
	Rear seat	★★★★★

Based on the risk of injury in a side impact.

Rollover — ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

Equipped with the safety and security of OnStar!
Visit onstar.com for details.
onstar.com/privacy

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 37%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 36%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
ROANOKE, IN U.S.A.
COUNTRY OF ORIGIN:
ENGINE: MEXICO
TRANSMISSION: UNITED STATES

This label has been applied pursuant to Federal law – Do not remove prior to delivery to the ultimate purchaser. "Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

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GMLBL_PROD_0042 – 01/22/2023

ORDER NO CTRM01 SALES CODE E
SALES MODEL CODE CK10753
DEALER NO 16157
FINAL ASSEMBLY:
ROANOKE, IN U.S.A.
VIN 1GCRDAEK0RZ117162 REISSUE

DEALER TO WHOM DELIVERED
SANDS CHEVROLET, LLC
16991 W WADDELL RD
SURPRISE, AZ 85388-9602

DocuSign Envelope ID: 7AE6D603-F496-4243-9920-A7948B4C771C

ADOT
Procurement

OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Sands Motor Company Offeror (Company) Name	 Signature of Person Authorized to Sign Offer
5418 NW Grand Ave. Address	Jerrold Moore — January 18, 2021 Printed Name — Date
Glendale, AZ 85301 City State Zip	Dealer Principal Title
aray@sandsag.com Email Address	623-474-9393 Phone Number
aray@sandsag.com Company Email Address	623-034-9720 Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR059324 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 17th day of March 2022

DocuSigned by:
Pamela Ward
69C61CE38A6E4BB...
Procurement Officer

3/10/2022
Awarded Date

Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (https://app.az.gov/) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Thomas Kornell
Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

TABLE OF CONTENTS

SECTION	PAGE
Notice	1
Table of Contents	2
Scope of Work	3
Special Terms and Conditions	7
Uniform Terms and Conditions	19
Federal Provisions	29

EXHIBITS

1 - Title VI/Non-Discrimination Assurances Appendix A	73
2 - Title VI/Non-Discrimination Assurances Appendix E	74
3- Usage Report Exhibit 3	75
4- On-site Manufacturer inspection Compliance Certification Exhibit 4	76
5- Pre-Award Audit and Certification Exhibit 5	77
6- Purchaser's Pre-Award Requirements Certification Exhibit 6	78
7- Post-Award Certification and Requirements Exhibit 7	79
8- Purchaser's Post-Award Requirements Certification Exhibit 8	81

1. Statement of Need

1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for New Vehicle Purchase.

2. Introduction and Background

2.1 The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

2.2 Background: The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

2.3 The following are the Three Categories covered in this Scope of Work:

- **Category One: Phase One (1) Vehicle Purchases**
- **Category Two: Phase Two (2) Vehicle Purchases**
- **Category Three: FTA Funded Vehicles**

3 General Requirements

3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.

3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.

3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.

3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.

3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.

3.9 The following documents shall be provided upon delivery of the vehicle(s):

3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
3.9.2 Warranty Document
3.9.3 Manufacturers unaltered invoice
3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
3.9.5 Level 1 Inspection if applicable, completed before delivery

3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.

4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.

4.3 The following fuel types are allowable under this contract are to include but are not limited too.

4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
4.3.2 Diesel

4.3.3 Gasoline
4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
4.3.5 Hybrid-Electric Vehicles (HEV)
4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)
4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

4.4.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

4.4.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5 Minimum Vehicle Requirements: All prices shall include the following equipment:

4.5.1 All standard factory equipment

4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request)

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows
4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.
a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning
a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors
a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.
b. Back up Camera

4.5.12 Spare tire
a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.
b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

a. O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

4.6.1 Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.

4.6.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

4.6.3 Front tow hooks

5 Contractor's Responsibilities

Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered only if requested by the Eligible Agency.

6 Department's Responsibilities

The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered

SPECIAL TERMS AND CONDITIONS

1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2632.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix.

For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

Equipment services shop/ADOT
2225 S 22nd Ave, Phoenix, AZ 85009

Delivery costs for each county outside of the Phoenix area shall be indicated on Offer Response form.

This will be an added cost to the contract price.

Deliveries shall be completed In accordance with the requirements of the contract.
Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address Indicated on the applicable Order document.

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Applicable payment terms
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased

- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes (as a separate invoice line item)
- Applicable Shipping/Freight Charges etc. (as a separate invoice line item) Materials only.
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICING

1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.

a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.
b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

2 CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

3 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

4 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

5 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be

clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State. All pricing should reflect the minimum percentage of MSRP.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

2 At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.

3 This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.

4 Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.

5 The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.

6 Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

16. PRODUCT DISCONTINUANCE

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.

2. Documentation from the manufacturer that names the replacement product or model.

3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

A. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

B. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS

21.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

21.3 Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

Policy shall include bodily injury, property damage, and broad form

contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) $1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving

automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.3 Workers' Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
o Each Accident	$1,000,000
o Disease – Each Employee	$1,000,000
o Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

21.4 Additional Insurance Requirements The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

21.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

21.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

21.5 Notice of Cancellation Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

21.6 Acceptability of Insurers Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of

not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

21.7 Verification of Coverage Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

21.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

21.8 Subcontractors Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

21.9 Approval and Modifications the Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

21.10 Exceptions In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

23. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

25. CO-OP USAGE

Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate additional costs for extraordinary shipping, or delivery requirements, if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. "*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if

applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright**.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this

Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the

materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The

Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

FEDERAL PROVISIONS

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence b the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49
U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at
$250,000.00.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at https://www.transit.dot.gov/funding/grantee-resources/sample-fta- agreements/fta-grant-agreements, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (*e.g.*, Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at https://www.fhwa.dot.gov/federalaid/stewardship, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.

2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42
   U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA "System for Award Management," https://www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

(a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
(b) FTA Project Manager if the Project is

administered by an FTA Headquarters Office, or

(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than $150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than $150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of $100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not
available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: “The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions.”

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15
U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non- provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the sucessor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non- provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of Transportation Business Engagement and Compliance Office 1801 W. Jefferson St., Ste. 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor- Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

The DBE provisions are applicable to all contractors including DBE contractors.

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at http://www.azutracs.com.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at http://www.azutracs.com/. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for- profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part
26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:

10.1 General:

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.2 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 DBE Goals

The Department has not established contract goals for DBE participation in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

11.1 Race Neutral Contract (With No DBE Goal)

The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at http://www.azutracs.com/ a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Offer.

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

a. Sub-Contract Terms:

1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.

2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subcontractors to ADOT Business Engagement and Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at https://adot.dbesystem.com. Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

3. The Contractor may be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.

2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web- based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed is issued, the contractor shall log into the Department's web based DBE System and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DBE System.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DBE System.

For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non- reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages

shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.

7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:

   - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
   - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

   The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:

   - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

contract.

(i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
(ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
(iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.

- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:

(i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
(ii) Terminate the contract for default in accordance with this Contract, and/or
(iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
(iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Offer submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at http://www.naics.com/search/.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the

proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intents to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually

performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. CPO will promptly consider any appeals under this subsection and notify the contractor of CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The BECO may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

The Contractor shall be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the “Certification of Final DBE Payments” form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

The contractor will not be released from the obligations of the contract until the ”Certification of Final DBE Payments” forms are received and deemed acceptable by the Engineer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of “Program Fraud and Civil Penalties” rules provided in 49 CFR Part 31.

21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

   a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.

   b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

   c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

   d. Post in conspicuous places available to employees and applicants for employment, the following notice:

      "It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying- off or termination; rates of pay or other compensation; and selection for training, and on-the- job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

   e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the
      U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

   f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.

2. In the event of the Consultant's noncompliance with the NONDISCRIMININATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the Contract until the Consultant complies,

   and/or;

   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.

4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.

b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.

c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.

d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.

e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed

with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors (https://www.sam.gov/SAM/) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIROMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42
U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

(1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

(a) To that Third Party Participant or another Third Party Participant performing the Project work, and
(b) That impairs that Third Party Participant's objectivity in performing the Project work, or

(2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,

(3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:

(a) Any instances of organizational conflict of interest, or
(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and

(4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETRANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

EXHIBIT 1
Title VI/Non-Discrimination Assurances
Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2
Title VI/Non-Discrimination Assurances
Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *etseq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et. seq).

ADOT
Procurement

EXHIBIT 3
ADOT Procurement Quarterly Usage Report

This exhibit outlines the content required for the quarterly usage report. Usage reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.

Reporting Period:

Contract ID/Code:		Contact Name:		Alternate Contact Name:	
Contract Label/Description:		Contact Phone Number:		Alternate Contact Phone Number:	
Contractor:		Contact Email:		Alternate Contact Email:	
Contractor Address:					

Agency/Org/Unit	Customer Name	Delivery Address	PO Number or Identify as "P-Card"	Order Date	Contract Item Number	Contract Item Description	Quantity	Unit of Measure	Contract Unit Price	Contract Extended Price	Invoice Number

EXHIBIT 4
ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date _____/ _____/ _____
Title _____

EXHIBIT 5
PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements. A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		Master Agreement; 49 CFR §663.21
49 CFR 661.13 Grantee Responsibility (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services. a. Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by FAST Act, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,		49 CFR §663.13
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes— (a) A Buy America certification as described in §663.25 of this part; (b) A purchaser's requirements certification as described in §663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		49 CFR §663.23
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification:	49 CFR §663.25
	a) There is a letter from FTA which grants a waive OR	
Met? Y/N (if NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists—	
	1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and	
	2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification:	49 CFR §663.27
	a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and	
	b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply.	
	a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

EXHIBIT 6
PURCHASER'S PRE-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Pre-Award Requirements Certification
49 CFR §663.27

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 8
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Post-Award Requirements Certification
49 CFR §663.37

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: One (1)**
DESCRIPTION: New Vehicles Purchase	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 2.1** "The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures."
   b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
   c. **Paragraph 4.1**: "The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency."
   d. **Paragraph 4.1.1** is hereby removed.
   e. **Paragraph 4.4.1:"** The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. "
   f. **Paragraph 4.6.1**: " Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW."

2. **Special Terms and Conditions**

   The following sections are hereby modified to read:

   a. Paragraph 11.1, (a-g): "Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
      a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

ADOT
Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.

f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. "

b. Paragraph 22 is hereby replaced with the following: "The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee"

c. Paragraph 25: Co-op administrative fee has hereby been removed.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.

4. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

ADOT
Procurement

Offer Response Form for New Vehicle Purchases Revision Two (2)

Please respond to the following items according to the instructions below. Each response should demonstrate the Offeror's ability to satisfy the Specifications requirements. Failure to respond may negatively impact the option to award.

NOTE: changes made to section 1.4 Delivery Fees as follows: "X" placed in box for each county, Maricopa County delivery charge revised to "None"

1.1. The Contractor shall provide the goods/services described in any or all of the contract categories. Indicate the categories that apply to your offer:

X **Category One: Phase One (1) Vehicle Purchases**

X **Category Two: Phase Two (2) Vehicle Purchases**

X **Category Three: FTA Funded Vehicles**

1.2 PHASE ONE (1) Pricing for New Vehicle Purchases: Price List: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	**Percentage (%) Off of Manufacture Retail Price (MSRP)**
Silverado Medium Duty 4500HD-5500HD 14,001 # to 19,500 # GVWR 2WD & 4WD	7%
Low Cab Forward 3500, 4500 Gas, 12,000# - 14,500# GVWR	21%
Low Cab Forward 4500HD, 4500XD, 5500HD, 5500XD Diesel, 14,500# - 19,500# GVWR	21%
Silverado Pickup 1500 Reg. Cab, Double Cab, Crew Cab, 2WD & 4WD	5.5%
Silverado 2500 – 3500 HD, Reg Cab, Double Cab, Crew Cab 2WD & 4WD	7.3%
Colorado	5%
Tahoe, Suburban	7%
Express Cargo Van Express Passenger Van Express Cutaway Van	7.5%
Blazer	5.25%
Camaro	5.75%
Malibu	5.05%
Bolt EV Bolt EUV	5%

Traverse	6%
Spark	2.5%
Equinox	5.75%
Trailblazer	4%
Trax	4%

1.3 PHASE TWO (2) Pricing for New Vehicle Purchases: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

Note: We are unable to offer discounts on vehicles sold from inventory, at this time.

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	**Percentage (%) Off of Manufacture Retail Price (MSRP)**
Silverado Medium Duty 4500HD-5500HD 14,001 # to 19,500 # GVWR 2WD & 4WD	0%
Low Cab Forward 3500, 4500 Gas, 12,000# - 14,500# GVWR	0%
Low Cab Forward 4500HD, 4500XD, 5500HD, 5500XD Diesel, 14,500# - 19,500# GVWR	0%
Silverado Pickup 1500 Reg. Cab, Double Cab, Crew Cab, 2WD & 4WD	0%
Silverado 2500 – 3500 HD, Reg Cab, Double Cab, Crew Cab 2WD & 4WD	0%
Colorado	0%
Tahoe, Suburban	0%
Express Cargo Van Express Passenger Van Express Cutaway Van	0%
Blazer	0%
Camaro	0%
Malibu	0%
Bolt EV Bolt EUV	0%

Traverse	0%
Spark	0%
Equinox	0%
Trailblazer	0%
Trax	0%

1.4 Delivery Fees: If the contractor offers delivery for the following counties, they must be indicate and include any delivery fee associated with those areas as applicable.

County	Delivery Fee $	County	Delivery Fee $	County	Delivery Fee $
XApache	$959	X Greenlee	$893	X Pima	$546
X Cochise	$721	X La Paz	$473	X Pinal	$333
X Coconino	$627	X Maricopa	None	X Santa Cruz	$665
X Gila	$483	X Mohave	$571	X Yavapai	$336
X Graham	$623	X Navajo	$826	X Yuma	$511

1.5 Evaluation Pricing: The Contractor shall submit pricing for the following Vehicles. The vehicles listed which is representative of the scope of work that will be performed under this Contract, and therefore constitutes a fair method for determining price fair and reasonable:

1.5.1 Phase One (1) Evaluation Pricing:

Estimated Usage Quantity	PHASE ONE (1) Base Model Vehicle	Base Price for Phase One (1)	Additional Information
75	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	**$25,599.38**	2022 Chevrolet Equinox (1XP26) FWD 4dr LS , *before GM bid assistance*
25	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	$35,081.03	2022 Chevrolet 3500 Cargo Van, Model CG33405, *before GM bid assistance*
50	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	$30,667.49	2022 Chevrolet Silverado1500 2WD Regular Cab Standard Box WT, *before GM bid assistance*

1.5.2. Phase Two (2) Evaluation Pricing:

Estimated Usage Quantity	PHASE TWO (2) Base Model Vehicle	Base Price for Phase TWO (2)	Additional Information
25	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	$27,161.25	2022 Chevrolet Equinox (1XP26) FWD 4dr LS , *before GM bid assistance*
15	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	$38,9sa37.00	2022 Chevrolet 3500 Cargo Van, *before GM bid assistance*
25	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	$33,390.64	2022 Chevrolet Silverado1500 2WD Regular Cab Standard Box WT, *before GM bid assistance*

9. G.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Christine Cameron, Project Manager III
Date:	01/30/2024
Meeting Date:	02/06/2024

TITLE:

Consideration and Approval of BNSF Railway Preliminary Engineering Agreement: Downtown Mile Safety and Connectivity Project, Rio de Flag Flood Control Project, and Lone Tree Overpass Project Document Review.

STAFF RECOMMENDED ACTION:

1. Approve the Preliminary Engineering Agreement (Agreement) with BNSF Railway (BNSF) in the amount of $415,011.51; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

- The Downtown Mile Safety and Connectivity Project (Downtown Mile), Lone Tree Overpass Project (Lone Tree), and Rio de Flag Flood Control Project (Rio de Flag) will require vertical and horizontal realignment of the rail corridor in order to construct the proposed bridge structures, flood way conveyance, and crossing improvements.
- The recommended approval of the Agreement with BNSF will authorize reimbursement for BNSF's contracted engineering services to review the project construction documents pertaining to impacts of the rail corridor through the project area.

Financial Impact:

The Agreement will be funded by the following projects and accounts as authorized in the FY2023-24 budget:

Project	Cost	Account	FY 24 budget
Downtown Mile	$243,495.57	409-09-427-3520-1	$4,152,413.00
Rio de Flag	$135,708.97	SW Reserve for Future Improvements	$14,474,607.00
Lone Tree Overpass	$35,806.97	047-10-112-3054-6	$27,392,159.00

Policy Impact:

No Impact.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Carbon Neutrality Plan

- Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.
- Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Regional Plan

- Improve mobility and access throughout the region.
- Improve transportation safety and efficiency for all modes.
- Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.
- Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

Has There Been Previous Council Decision on This:

Yes, City Council has approved many agreements, ordinances/resolutions, and contracts pertaining to the Rio de Flag Project and Lone Tree Project over the previous 20 years.

City Council approved the engineering design contract for the Downtown Mile Project on October 18, 2022.

Options and Alternatives:

1. Approve the Agreement as recommended. Approval will allow project coordination with BNSF to proceed; or
2. Reject the approval and provide additional direction to staff. This option would delay project design completion.

Background/History:

The Rio de Flag Project, Lone Tree Project, and the Downtown Mile Project have been long-term planning and design efforts for the Flagstaff community. The goal of these projects is to provide flood mitigation to central Flagstaff and connectivity and safety for the City's multimodal and vehicular transportation network.

All projects have components that cross underneath, above, and at surface grade of the BNSF corridor. The Downtown Mile is currently at 50% design and the Rio de Flag and Lone Tree are nearing full design completion. Both of these projects are required to be reviewed and approved by BNSF. This Agreement will provide funding for their engineering consultant review.

Key Considerations:

Project design will include two pedestrian underpasses, a flood way conveyance, two at-grade crossing reconstructions, a grade separated overpass and BNSF utility relocation. BNSF requires the City to cover their consultant's review fees for our projects.

Expanded Financial Considerations:

The Agreement will be funded by the following projects and accounts as authorized in the FY24 budget:

Project	Cost	Account	FY 24 budget

Downtown Mile	$243,495.57	409-09-427-3520-1	$4,152,413.00
Rio de Flag	$135,708.97	SW Reserve for Future Improvements	$14,474,607.00
Lone Tree Overpass	$35,806.97	047-10-112-3054-6	$27,392,159.00

Community Benefits and Considerations:

These projects provide many benefits to the community, including flood mitigation through the Historic Downtown and Southside neighborhoods, new multimodal pedestrian undercrossings of the rail corridor, surface transportation improvements, and safety improvements at Beaver Street and San Francisco Streets rail crossings.

Community Involvement:

There has been extensive public coordination with the development of the Rio de Flag Flood Control Project and the Lone Tree Overpass over the last 20 years.

The Flagstaff community has been engaged over time for most of the project components included in the Downtown Mile, including public meetings and La Plaza Vieja Neighborhood Specific Plan adoption of the Florence-Walnut Pedestrian Underpass, the Rio de Flag Flood Control Project and Pedestrian Underpass, and the ADOT Corridor Master Plan for Milton Road. The previously awarded engineering design contract with WSP includes public involvement and full NEPA development, which entails community and stakeholder coordination, cultural and biological resource investigations, State Historic Preservation Office consultation and project concurrence requirements, hazardous material clearances, and established public comment periods on the overall document scope and findings.

The first project public meeting for the Downtown Mile was held on June 14, 2023.

Expanded Options and Alternatives:

1. Approve the Agreement as recommended. Approval will allow BNSF to proceed with plan review and project coordination; or
2. Reject the Agreement and provide additional direction to staff. This option would delay the completion of the Downtown Mile and Rio de Flag Project construction documents.

Attachments: BNSF PEA DTM, LTO and RDF
DTM Vicinity Map
RDF Vicinity Map
LTO Vicinity Map

Contract Number: BF-20191432

PRELIMINARY ENGINEERING SERVICES AGREEMENT
Project Review and City of Flagstaff, Arizona Federal Railroad Administration Grant Assurances

BNSF File No.: BF-20191432
Mile Post 343-345
Line Segment 7200
Seligman Subdivision

This Agreement **("Agreement")**, is executed to be effective as of _____ **("Effective Date")**, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation **("BNSF")** and the **City of Flagstaff**, a political subdivision of the State of Arizona **("Agency")**.

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Flagstaff, State of Arizona;

WHEREAS, Agency has stated its intention to proceed initially with projects including, but not limited to, Florence to Walnut Pedestrian Trail, Rio De Flag/Flagstaff Urban Trail System Pedestrian Trail, Beaver and San Francisco St. interconnected crossing modifications in total referred to as the Downtown Mile (DTM).
(the "Projects");

WHEREAS, BNSF will authorize, at Agency expense, a third-party engineering consultant to complete various design review and research tasks regarding the projects; and

WHEREAS, Agency must pay BNSF the costs of engineering review and contract preparation, presently estimated at $415,011.51 (Four hundred fifteen thousand, eleven dollars and fifty one cents), detailed as Exhibit A, attached hereto; and

WHEREAS, BNSF is agreeable to performing the Work, subject to the terms and conditions of this Agreement;

WHEREAS, the Department of Transportation Federal Railroad Administration ("FRA") has awarded the Agency a grant through the Nationally Significant Multimodal Freight & Highway Projects (INFRA) Program ("Grant Agreement") for the Downtown Mile Safety and Connectivity Improvements Project ("Project"); and

WHEREAS, the FRA requires that both Parties agree to certain assurances pursuant to 49 USC § 22905(c)(1), prior to any award of a grant under the INFRA Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1) Scope of Work

As used herein, the term **"Work"** includes all engineering design review and research work performed by BNSF pursuant to this Agreement, whether performed by BNSF employees or by BNSF's contractors, consultants, outside counsel, or other agents (collectively, the **"BNSF Parties"**) pursuant to this Agreement, including, but not limited to: (a) conducting on-site visits including diagnostic evaluations; (b) performing preliminary engineering services; (c) developing cost estimates for construction of the Project; (d) preparing draft agreements including legal review; and (e) reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the Project.

2) Payment for Work

Agency authorizes and BNSF will hereby provide BNSF employed engineering staff to coordinate the Work, including project schedule, design review, submittal approvals, and contract preparation, to be paid for by the Agency in a lump sum of four hundred and eighty thousand dollars and 00/100 ($480,000.00), as detailed per Exhibit A, upon execution of this agreement.

Additionally, Agency shall pay and reimburse BNSF for all actual costs and expenses that BNSF incurs in performing the Work including without limitation: labor, supplies, and material; direct and indirect labor and contractor charges including additives; delivery charges; BNSF's additives and overhead, as such are in effect on the date BNSF prepares the invoice; and all applicable taxes due, paid, or payable by BNSF on such products and services, including sales and use taxes, business and occupation taxes, and similar taxes.

BNSF estimates the total cost for Work on this Projects to eight hundred fourteen thousand seven hundred fifty-two and 00/100 ($814,752.00), as detailed per Exhibit A, but said estimate shall not be a threshold or limitation on the Work to be performed

or costs and expenses which Agency shall pay to BNSF in full. In such event work exceeds said estimate, a revised cost estimate shall be provided to the Agency and may become part of this Agreement by amendment upon written approval of Agency, which approval will not be unreasonably withheld.

During its performance of the Work pursuant to this Agreement, BNSF will send Agency progressive invoices detailing the costs of the Work performed to date. Agency must reimburse BNSF for completed Work within thirty (30) days of the date of the invoice for such Work. Upon final completion of the Work, BNSF will send Agency a detailed invoice of final costs. Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past such thirty (30) or ninety (90) day terms, as applicable. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

BNSF will submit copies of the invoice to:

_____
_____
_____
_____

3) Scope and Limitations of Agreement

The parties acknowledge that entering into this Agreement does not of itself obligate either BNSF or Agency to participate in the construction of the Project. If Agency elects to proceed with the Project after the Work is performed, then BNSF and Agency agree to enter into negotiations for appropriate agreements regarding the construction of the Project and other related activities. Nothing in this Agreement — including BNSF's performance of the Work — shall obligate BNSF to enter into any subsequent agreement or otherwise permit the Project except and subject to any terms and conditions that BNSF may subsequently approve in its sole discretion.

Notwithstanding anything to the contrary in this Agreement, BNSF's review, approval, and/or other participation in the Project or any element thereof, including the Work

performed by the BNSF Parties hereunder, are expressly limited to — and are intended and understood by the parties to be in furtherance of — BNSF's railroad purposes, and are not in furtherance of Agency's purposes in undertaking the Project. All Work performed hereunder is intended for use in evaluating the impact of the Project on BNSF's railroad and the costs to Agency associated therewith. BNSF is providing the Work in consideration of BNSF's subjective standards for its railroad purposes only. Consequently, the Work shall in no way be construed or deemed to be BNSF's recommendation, condition, or direction to Agency, nor shall the Work be construed or deemed to be BNSF's opinion or approval that the plans and specifications or any work intended or completed on the Project (a) is appropriate for any other purpose including highway purposes; (b) is structurally sound; or (c) meets applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to Agency or any third party are provided, intended, or implied herein. Agency shall at all times be solely responsible for the adequacy and compliance of all design elements of the Project for highway and other public purposes. **AGENCY SHALL WAIVE ANY CLAIMS AGAINST BNSF FOR — AND SHALL RELEASE BNSF FROM — ANY AND ALL CLAIMS WHICH MAY OR COULD RESULT FROM THE WORK PERFORMED HEREUNDER, AND IF APPLICABLE TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY SHALL INDEMNIFY BNSF FOR AND HOLD IT HARMLESS FROM AND AGAINST ANY SUCH CLAIMS**.

4) No Right of Entry

Nothing in this Agreement shall be construed as providing Agency or its contractors, consultants, or other agents any right of entry upon property owned or occupied by BNSF. Any preliminary engineering or other work required by Agency in connection with the Project necessitating entry upon BNSF's railroad right-of-way shall only be conducted as authorized by a separate written permit obtained by Agency from BNSF for such entry ("**Entry Permit**").

The Entry Permit will provide that any on-site visits, including diagnostic evaluations, by Agency and its parties required for the Project shall be conducted only from adjoining properties, and Agency shall ensure that no attendees enter or remain on BNSF's right-of-way, except when using an authorized highway-rail crossing designated for such purpose.

Agency or its agents must contact BNSF's Manager of Public Projects, Rafer Nichols at 303-480-6586 or BNSF's permitting agent Jones Lang LaSalle Brokerage, Inc. ("JLL") at http://bnsf.railpermitting.com/ to obtain the required Entry Permit prior to any entry.

5) Disclaimer

BNSF GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF **OR FOR** THE WORK PERFORMED PURSUANT TO THIS AGREEMENT OR ANY REPORT OR OTHER DELIVERABLE WHICH BNSF MAY FURNISH TO AGENCY PURSUANT TO THIS AGREEMENT. BNSF SHALL IN NO WAY **BE** RESPONSIBLE FOR **AGENCY'S** PROPER RELIANCE UPON, INTERPRETATION OF, OR OTHER USE OF THE WORK**. BNSF IS NOT A CONTRACTOR, AGENT, PARTNER, OR JOINT VENTURER OF AGENCY BECAUSE OF THIS AGREEMENT OR BECAUSE OF BNSF'S PERFORMANCE OF THE WORK. LIKEWISE, THE BNSF PARTIES WHO MAY ASSIST BNSF IN PERFORMING THE WORK ARE DOING SO FOR BNSF'S BENEFIT ONLY, AND ARE NOT — AND SHALL NOT BE DEEMED TO BE — CONTRACTORS, SUBCONTRACTORS, OR AGENTS OF** AGENCY.

6) Cancellation for Conflict of Interest

To the extent applicable to contracts with BNSF, this Agreement may be cancelled for conflict of interest pursuant to Arizona Revised Statutes § 38-511. In the event of such cancellation, the notice shall specify the effective date of cancellation and Agency shall reimburse BNSF all costs and expenses incurred under this Agreement through said date, with Agency having no further obligation as to costs and expenses incurred subsequent to said date. Agency hereby represents that no consultant to Agency had any role in initiating, negotiating, securing, drafting, or creating this Agreement on Agency's behalf and no fee or commission has or will be paid or due to any person significantly involved therewith.

7) Parties' Assurances Regarding 49 USC § 22905(c)(1)6

Assurances pursuant to 49 USC § 22905(c)(1). The parties hereby provide the following assurances with respect to this Agreement:

A) Agency and BNSF assure that the project as proposed above, when complete, has adequate infrastructure capacity to accommodate both existing and future freight and passenger train operations (49 U.S.C. § 22905(c)(1)(B)) (passenger operations do not currently exist).

B) BNSF assures that collective bargaining agreements with the railroad's employees (including terms regulating the contracting of work) will remain in full force and

effect according to their terms for work performed by the railroad on the railroad transportation corridor for the construction of the proposed project (49 U.S.C. § 22905(c)(1)(C)).

C) As appropriate, Agency assures that it complies with the liability requirements consistent with 49 U.S.C. § 28103.

Notwithstanding the foregoing assurances, the parties agree and provide further as follows:

D) BNSF's assurance regarding capacity in Subsection (A) above is made by BNSF in consideration of current conditions and presently-known expectations for future capacity needs pursuant to BNSF's review of preliminary plans and specifications provided to date for the project, in order to meet the grant purposes including to ensure the project does not limit current or future rail capacity. The provision of said assurance shall in no way obligate, limit, or otherwise restrict either party's rights or obligations under this Agreement or otherwise, or the ability to make changes in and to the project location or BNSF's right of way to accommodate future needs, including but not limited to any needs occasioned by BNSF's provision of rail services as a common carrier.

E) Nothing in this Agreement shall be construed as prohibiting, limiting, or otherwise restricting BNSF from negotiating and/or modifying (including the removal of any of) the terms (including subcontracting terms) of any applicable collective bargaining agreement now in effect as provided by or pursuant to the Railway Labor Act (45 U.S.C. § 151 et seq., as amended). Further, nothing in this Agreement shall be construed as providing any separate or additional remedy for an alleged breach of a collective bargaining agreement, which are and shall be limited to those remedies provided by such collective bargaining agreement and/or the Railway Labor Act, as applicable.

Contract Number: BF-20191432

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

BNSF RAILWAY COMPANY	**City of Flagstaff**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

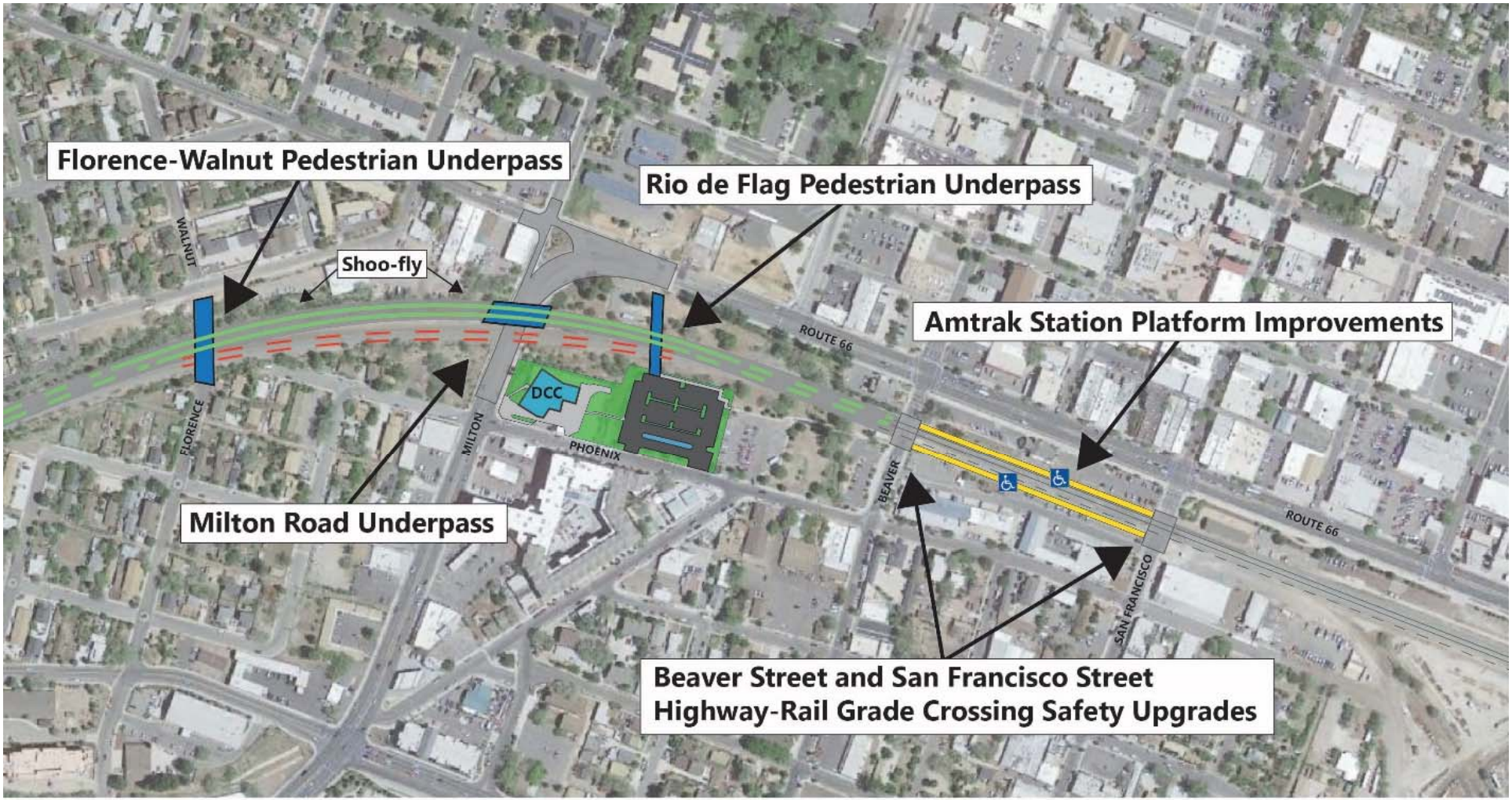
Contract Number: BF-20191432

EXHIBIT "A"
ENGINEERING REVIEW ESTIMATE

SCOPE OF SERVICES AND ASSOCIATED DESIGN FEES

	Cost	Item	Project
	$46,724	Two (2) Grade Crossing Interconnection Design Review	DTM
	$81,006	Rio De Flag Crossing Design Review	RDF
	$151,230	FLONUT/ FUTS/Amtrak Platform Design Review	DTM
Subtotal	$278,960		
	$55,792	20% Contingency	
	$71,259.51	Lumen/BNSF Relocation Coordination	DTM/LTO/RDF
	$9,000	ROW acquisition administration	LTO
TOTAL	**$415,011.51**		

Downtown Mile Safety and Connectivity Improvements Project Components



CITY OF FLAGSTAFF

BNSF RAILWAY

N

1000 ft

Rio de Flag Flood Control Project

Project Area

COMPLETED
Thorpe Bridge

PHASE 2

Upper Rio de Flag Reach

Highway 180

Lower Rio de Flag Reach

Clay Avenue
Wash Reach

PHASE 1

Route 66

Butler Avenue

Butler Tunnel
COMPLETED

COMPLETED
Clay Avenue Wash
Detention Basin

Route 66

Milton Road

40

40

Rio de Flag
Flood Control Project

Clay Avenue Wash Detention Basin	Constructed 2009
Butler Tunnel	Constructed 2010
Thorpe Bridge	Constructed 2012
Lower Rio de Flag Reach	
Upper Rio de Flag Reach	
Clay Avenue Wash Reach	

100-Year Rio de Flag Floodplain

- Closed Channel
- Composite Channel
- Open Channel

N

0 0.125 0.25 0.5 Miles

CAPITAL IMPROVEMENTS
CITY OF FLAGSTAFF

Floodplain Disclaimer:

The 100-year floodplain shown on this map was digitized by City of Flagstaff based on a US Army Corps of Engineers (USACE) Map dated October 15, 1999. The floodplain shape shown on this map is a general representation of the extent of a 100-year flood event and should not be used for legal, engineering or planning purposes.

Map Source:
City of Flagstaff GIS, October 17, 2017
Imagery Base Map Source: ESRI

Wave Image Source:
Vecteezy.com



Lone Tree Overpass and Corridor Improvements
Vicinity Map

9. H.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Mark Cesare, Information Technology Manager

Co-Submitter: Linda Tillson

Date: 01/30/2024

Meeting Date: 02/06/2024

TITLE:

Consideration and Approval of Contract: First Amendment to the Contract with Corporate Technology Solutions, Inc. for the Verkada Security Camera Software in the amount of $75,395.68.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Contract with Corporate Technology Solutions, Inc. for the Verkada Security Camera Software adding $30,045.52, $21,233.52, and $24,116.64 to the contract for the libraries ($75,395.68 total, covering Flagstaff downtown, Flagstaff east side, and Tuba City libraries respectively); and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Providing a safe environment -- both for library users and staff -- is part of the library's stated mission. Part of the library's effort to meet that goal includes the use of security cameras at service desks and other public areas.

The library currently employs consumer-grade security cameras that are inadequate to the task. Even so, they've provided video recordings that proved beneficial for internal review and for situations involving legal action against the library or legal actions taken on behalf of the library. Incidents at the library range from of simple misbehavior to verbal abuse, theft, drugs, and one situation involving a firearm. Security camera recordings are vital documentation.

The new cameras requested will expand the areas currently covered by video surveillance, provide an improved staff user interface, and add new tools for searching the recordings.

The new cameras requested will replace the inadequate cameras at the downtown and east side Flagstaff libraries and for the first time add cameras at the Tuba City Public Library.

Financial Impact:

All funds needed for this purchase come from the County Library District funding and budgeted in account 030-07-037-6003-5-4301 in the FY2023-24.

Policy Impact:

Enhancing building security shows that the City takes employee and public safety seriously. Proactively putting security systems in place sets the tone for a safe and supportive environment.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

.**Priority Based Budget Key Community Priorities and Objectives**

Safe and Healthy Community - This project directly supports this PBB priority to ensure we provide the most robust and safe environment we can to current infrastructure.

Has There Been Previous Council Decision on This:

Yes. City Council approved cooperative contract #2024-12 for $184,788.62 on 09/05/2023. This approval was for improved video surveillance at City Hall.

Background/History:

The Purchasing staff reviewed the competitively solicited cooperative purchase options available and confirmed that Arizona State Procurement Office Contract Number CTR 0056380 with Corporate Technology Solutions, LLC. is valid and within the scope of the materials and services requested. Purchasing staff confirmed the First Amendment to the original contract is valid and in line with the scope of work in the original contract.

Attachments: First Amendment and Exhibits
Initial Agency Contract

FIRST AMENDMENT

COOPERATIVE PURCHASE CONTRACT
Contract No. 2024-12

This First Amendment ("First Amendment") to the fully executed Cooperative Purchase Contract (Contract No. 2024-12) dated September 21, 2023 (the "Initial Contract") is made and entered into this ____ day of _____, 202__, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Corporate Technology Solutions LLC, an Illinois Limited Liability Company.

The Parties to the Initial Contract, hereby agree to the following amendment. Deleted text has a ~~strikethrough~~ and new text is **bolded and ALLCAPS**.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to the City the materials and or services, as specified in the Scope of Work attached as *Exhibit A*, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

   ~~City Hall~~ Verkada Security Systems CAMERAS AND LICENSING~~5 Year License Option~~

2. Specific Requirements of City: Contractor shall provide to the City the materials and/or services, as specified in the Scope of Work attached **TO THE INITIAL CONTRACT AS *EXHIBIT A* AND THE THREE SCOPES OF WORK ATTACHED TO THIS FIRST AMENDMENT AS *EXHIBITS A.1-A.3.***

3. Payment: Payment to Contractor for the materials and or services provided for:

   A. City Hall Verkada Security Systems 5 Year License Option - one hundred eighty-four thousand seven hundred eighty-eight dollars and sixty-two cents ($184,788.62)

   B. CITY OF FLAGSTAFF – COCONINO PUBLIC LIBRARY VERKADA CAMERAS – THIRTY THOUSAND FOURTY-FIVE DOLLARS AND FIFTY-TWO CENTS ($30,045.52)

   C. CITY OF FLAGSTAFF – EAST PUBLIC LIBRARY VERKADA CAMERAS – (TWENTY-ONE THOUSAND TWO HUNDRED THIRTY-THREE DOLLARS AND FIFTY-TWO CENTS ($21,233.52)

   D. TUBA CITY – PUBLIC LIBRARY VERKADA CAMERAS – TWENTY-FOUR THOUSAND ONE HUNDRED SIXTEEN DOLLARS AND SIXTY-FOUR CENTS ($24,116.64)

   In addition to other fees and taxes; made in accordance with the price list and terms set forth in the Agency contract, **FOR A TOTAL CONTRACTED PRICE OF TWO HUNDRED SIXTY THOUSAND ONE HUNDRED EIGHTY-FOUR DOLLARS AND THIRTY CENTS ($260,184.30).**

All other provisions of the Initial Contract shall remain unchanged in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives as of the date first written above. This First Amendment will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

City of Flagstaff

By:_____
Greg Clifton, City Manager

Dated:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Corporate Technology Solutions, LLC

By: curtis johnson

Title: Vice President/Security Div. Manager

Dated: 12-28-23

Last Updated October 31, 2023

Exhibit A-A.3

Four Scopes of Work
(attached)

PHOENIX TUCSON

Project Name

City of Flagstaff – Coconino Public Library Verkada Cameras

Presented To

Flagstaff City-Coconino County Public Library

Proposal/and Scope of Work

Due Date:
8/21/2023

Respectfully Submitted By:
Curtis Johnson
O: (480) 377 - 0225 Ext:238
M: (602) 397-0688
cjohnson@ctscabling.com
State Contract# CTR056380

Corporate Technology Solutions, LLC
1971 E 5th St., Ste 111
Tempe, AZ 85281
O: 480-377-0225
www.ctscabling.com

SCOPE OF WORK

CTS will provide Verkada cameras and licensing to the Coconino County Public Library.

Video Surveillance:

CTS will provide the following:

(6) CD42 Indoor Dome 5MP cameras with 30 Days Retention
(3) CD42 Outdoor Dome 5MP cameras with 30 Days Retention
(4) CM42 Mini Dome 5MP Cameras with 30 Days Retention
(13) 10 Year Verkada Camera Licenses

Exclusions/Assumptions:

- Proposal Excludes Labor for Installation

PROVISIONS

All OSP (outside plant cabling) are estimates only. CTS will verify the actual lengths prior to installation with true tape and provide a credit or cost impact document before the installation.

Any additional work not specified in this scope of work or any additional work request from customer will result in a CTS change order.

Due to the fluctuation and continued increases in costs and shipping, this proposal pricing is good for a period of 60 days unless otherwise noted.

Where material prices fluctuate, CTS reserves the right to adjust pricing if there are changes in material pricing. Written documentation from our suppliers to verify this condition can be provided.

Customer is responsible for any freight charges if the customer requests an expedited time frame.

CTS will require a project schedule showing all times the facility will be available. Including but not limited to, facility events, closures or limitations that may affect continuous work. Without a schedule, there is no way for CTS to commit to an end date for completion. Delays in the schedule will delay the completion date. Any requested overtime to improve the completion date will constitute a change order.

Any schedule changes or project delays due to work areas not being available during the scheduled time, and or any other interruptions outside of CTS control, including but not limited to delay by other trades or customer could result in additional cost to customer. Written notification is required 5 days prior to any schedule changes.

This SOW assumes normal day shift of 8 continuous working hours between 5am and 5 pm, unless otherwise specified and agreed to in writing. Any work outside of this time frame may be subject to additional shift premiums.

This SOW includes one mobilization only. Changes that required additional starts and stops may be subject to additional charges via a change order. This would include, but not limited to, storage, equipment rentals, travel expenses, and other expenses incurred.

This quotation assumes that all existing and new conduits are properly sized with pull string installed and that any new conduits, pathways, wire mold, power poles, core holes, sleeves, and floor boxes, not mentioned in the above scope of work, will be provided and installed by other vendors and will be ready prior to cable installation.

Phone Systems, Network Devices, Active Equipment are not included, unless otherwise stated in the scope of work. Any other Control Components are NOT included in this proposal as directed, unless otherwise specified. It is the assumption that the owner will provide its own system to perform the functions as needed.

Patch Cords are not included unless otherwise stated in the scope of work.

All Contracts and/or Purchase Orders will be subject to monthly progress billings.

Retention dollars are to be paid within 60 days after the completion of our original scope of work, regardless of the total job completion.

Any project valued at $2500 or above is subject to a pre-lien.

Effective Jan 1, 2015, customer is responsible for supplying CTS with Arizona Transaction Privilege Tax Exemption Form (TPT 5000) or Prime Contractor's Certificate (TPT 5005) as applicable.

Credit card payments shall be assessed a 3.5% convenience fee.

COSTS

Materials	27,519.00
Labor	0.00
Misc	
Sub Total	27,519.00
Tax Rate	9.181%
Material Tax	2526.52
Labor Tax	0.00
Total	**30,045.52**

PRODUCT	PART NUMBER	DESCRIPTION	UOM	QTY
Verkada	CD42-256-HW	Indoor Dome 5MP Fixed 30 Days	EA	6
Verkada	CD42-256E-HW	Outdoor Dome 5MP 30 Days	EA	3
Verkada	CM42-256-HW	Indoor Dome 5MP 30 Days	EA	4
Verkada	LIC-10Y	10 Year Camera License	EA	13

Payment Terms: Net 30 (Monthly Project Billing Applies)

Material: FOB – Project Site

Print Name: _____

Accepted by: _____

Title: _____

Date: _____

P.O. # _____

Billing Address: _____

PHOENIX TUCSON

Project Name

City of Flagstaff –East Public Library Verkada Cameras

Presented To

Flagstaff City-Coconino County Public Library

Proposal/and Scope of Work

Due Date:
8/21/2023

Respectfully Submitted By:
Curtis Johnson
O: (480) 377 - 0225 Ext:238
M: (602) 397-0688
cjohnson@ctscabling.com
State Contract# CTR056380

Corporate Technology Solutions, LLC
1971 E 5th St., Ste 111
Tempe, AZ 85281
O: 480-377-0225
www.ctscabling.com

SCOPE OF WORK

CTS will provide Verkada cameras and licensing to the City of Flagstaff East Public Library.

Video Surveillance:

CTS will provide the following:

(5) CD42 Indoor Dome 5MP cameras with 30 Days Retention
(1) CF81-E Outdoor Dome Fisheye cameras with 30 Days Retention
(3) CM42 Mini Dome 5MP Cameras with 30 Days Retention
(9) 10 Year Verkada Camera Licenses

Exclusions/Assumptions:

- Proposal Excludes Labor for Installation

PROVISIONS

All OSP (outside plant cabling) are estimates only. CTS will verify the actual lengths prior to installation with true tape and provide a credit or cost impact document before the installation.

Any additional work not specified in this scope of work or any additional work request from customer will result in a CTS change order.

Due to the fluctuation and continued increases in costs and shipping, this proposal pricing is good for a period of 60 days unless otherwise noted.

Where material prices fluctuate, CTS reserves the right to adjust pricing if there are changes in material pricing. Written documentation from our suppliers to verify this condition can be provided.

Customer is responsible for any freight charges if the customer requests an expedited time frame.

CTS will require a project schedule showing all times the facility will be available. Including but not limited to, facility events, closures or limitations that may affect continuous work. Without a schedule, there is no way for CTS to commit to an end date for completion. Delays in the schedule will delay the completion date. Any requested overtime to improve the completion date will constitute a change order.

Any schedule changes or project delays due to work areas not being available during the scheduled time, and or any other interruptions outside of CTS control, including but not limited to delay by other trades or customer could result in additional cost to customer. Written notification is required 5 days prior to any schedule changes.

This SOW assumes normal day shift of 8 continuous working hours between 5am and 5 pm, unless otherwise specified and agreed to in writing. Any work outside of this time frame may be subject to additional shift premiums.

This SOW includes one mobilization only. Changes that required additional starts and stops may be subject to additional charges via a change order. This would include, but not limited to, storage, equipment rentals, travel expenses, and other expenses incurred.

This quotation assumes that all existing and new conduits are properly sized with pull string installed and that any new conduits, pathways, wire mold, power poles, core holes, sleeves, and floor boxes, not mentioned in the above scope of work, will be provided and installed by other vendors and will be ready prior to cable installation.

Phone Systems, Network Devices, Active Equipment are not included, unless otherwise stated in the scope of work.

Any other Control Components are NOT included in this proposal as directed, unless otherwise specified. It is the assumption that the owner will provide its own system to perform the functions as needed.

Patch Cords are not included unless otherwise stated in the scope of work.

All Contracts and/or Purchase Orders will be subject to monthly progress billings.

Retention dollars are to be paid within 60 days after the completion of our original scope of work, regardless of the total job completion.

Any project valued at $2500 or above is subject to a pre-lien.

Effective Jan 1, 2015, customer is responsible for supplying CTS with Arizona Transaction Privilege Tax Exemption Form (TPT 5000) or Prime Contractor's Certificate (TPT 5005) as applicable.

Credit card payments shall be assessed a 3.5% convenience fee.

COSTS

Materials	19,448.00
Labor	0.00
Misc	
Sub Total	19,448.00
Tax Rate	9.181%
Material Tax	1785.52
Labor Tax	0.00
Total	**21,233.52**

PRODUCT	PART NUMBER	DESCRIPTION	UOM	QTY
Verkada	CF81-30E-HW	Fisheye Camera 30 Days	EA	1
Verkada	CD42-256-HW	Indoor Dome 5MP Fixed 30 Days	EA	5
Verkada	CM42-256-HW	Indoor Dome 5MP 30 Days	EA	3
Verkada	LIC-10Y	10 Year Camera License	EA	9

Payment Terms: Net 30 (Monthly Project Billing Applies)

Material: FOB – Project Site

Print Name: _____

Accepted by: _____

Title: _____

Date: _____

P.O. # _____

Billing Address: _____

PHOENIX TUCSON

Project Name

Tuba City –Public Library Verkada Cameras

Presented To

Tuba City Public Library

Proposal/and Scope of Work

Due Date:
8/21/2023

Respectfully Submitted By:
Curtis Johnson
O: (480) 377 - 0225 Ext:238
M: (602) 397-0688
cjohnson@ctscabling.com
State Contract# CTR056380

Corporate Technology Solutions, LLC
1971 E 5th St., Ste 111
Tempe, AZ 85281
O: 480-377-0225
www.ctscabling.com

SCOPE OF WORK

CTS will provide Verkada cameras and licensing to the Tuba CIty Public Library.

Video Surveillance:

CTS will provide the following:

(4) CD42 Indoor Dome 5MP cameras with 30 Days Retention
(1) CD52-E Outdoor Dome 5MP cameras with 30 Days Retention
(6) CM42 Mini Dome 5MP Cameras with 30 Days Retention
(11) 10 Year Verkada Camera Licenses
(1) Angle Mount

Exclusions/Assumptions:

- Proposal Excludes Labor for Installation

PROVISIONS

All OSP (outside plant cabling) are estimates only. CTS will verify the actual lengths prior to installation with true tape and provide a credit or cost impact document before the installation.

Any additional work not specified in this scope of work or any additional work request from customer will result in a CTS change order.

Due to the fluctuation and continued increases in costs and shipping, this proposal pricing is good for a period of 60 days unless otherwise noted.

Where material prices fluctuate, CTS reserves the right to adjust pricing if there are changes in material pricing. Written documentation from our suppliers to verify this condition can be provided.

Customer is responsible for any freight charges if the customer requests an expedited time frame.

CTS will require a project schedule showing all times the facility will be available. Including but not limited to, facility events, closures or limitations that may affect continuous work. Without a schedule, there is no way for CTS to commit to an end date for completion. Delays in the schedule will delay the completion date. Any requested overtime to improve the completion date will constitute a change order.

Any schedule changes or project delays due to work areas not being available during the scheduled time, and or any other interruptions outside of CTS control, including but not limited to delay by other trades or customer could result in additional cost to customer. Written notification is required 5 days prior to any schedule changes.

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This SOW includes one mobilization only. Changes that required additional starts and stops may be subject to additional charges via a change order. This would include, but not limited to, storage, equipment rentals, travel expenses, and other expenses incurred.

This quotation assumes that all existing and new conduits are properly sized with pull string installed and that any new conduits, pathways, wire mold, power poles, core holes, sleeves, and floor boxes, not mentioned in the above scope of work, will be provided and installed by other vendors and will be ready prior to cable installation.

Phone Systems, Network Devices, Active Equipment are not included, unless otherwise stated in the scope of work. Any other Control Components are NOT included in this proposal as directed, unless otherwise specified. It is the assumption that the owner will provide its own system to perform the functions as needed.

Patch Cords are not included unless otherwise stated in the scope of work.

All Contracts and/or Purchase Orders will be subject to monthly progress billings.

Retention dollars are to be paid within 60 days after the completion of our original scope of work, regardless of the total job completion.

Any project valued at $2500 or above is subject to a pre-lien.

Effective Jan 1, 2015, customer is responsible for supplying CTS with Arizona Transaction Privilege Tax Exemption Form (TPT 5000) or Prime Contractor's Certificate (TPT 5005) as applicable.

Credit card payments shall be assessed a 3.5% convenience fee.

COSTS

Materials	22,560.00
Labor	0.00
Misc	
Sub Total	22,560.00
Tax Rate	6.900%
Material Tax	1556.64
Labor Tax	0.00
Total	**24,116.64**

PRODUCT	PART NUMBER	DESCRIPTION	UOM	QTY
Verkada	ACC-MNT-7	Angle Mount	EA	1
Verkada	CD52-256-HW	Indoorm Dome Camera 5MP	EA	1
Verkada	CD42-256-HW	Indoor Dome 5MP Fixed 30 Days	EA	4
Verkada	CM42-256-HW	Indoor Dome 5MP 30 Days	EA	6
Verkada	LIC-10Y	10 Year Camera License	EA	11

Payment Terms: Net 30 (Monthly Project Billing Applies)

Material: FOB – Project Site

Print Name: _____

Accepted by: _____

Title: _____

Date: _____

P.O. # _____

Billing

Address: _____

COOPERATIVE PURCHASE CONTRACT
Contract No. 2024-12

This Cooperative Purchase Contract is made and entered into this __21st_____ day of ___September_____, 2023__by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Corporate Technology Solutions LLC, an Illinois Limited Liability Company ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of Verkada hardware and software.

B. The State of Arizona, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. BPM003541 that resulted in Contract No. CTR056380 with Contractor ("Agency Contract"); and

C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to the City the materials and or services, as specified in the Scope of Work attached as *Exhibit A*, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

City Hall Verkada Security Systems 5 Year License Option

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as *Exhibit A* and incorporated by reference.

3. Payment: Payment to Contractor for the materials and or services provided for **one hundred eighty-four thousand seven hundred eighty-eight dollars and sixty-two cents ($184,788.62) in addition to other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as *Exhibit B*, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

CORPORATE TECHNOLOGY SOLUTIONS, LLC:

By: Curtis Johnson Digitally signed by Curtis Johnson DN: C=US, E=cjohnson@ctscabling.com, CN=Curtis Johnson Date: 2023.09.20 12:28:13-07'00'

Title: Vice President/Security Div. Manager

CITY OF FLAGSTAFF

By: Greg Clifton

Title: Greg Clifton signed on 9/12/2023 4:38:10 PM

ATTEST:

Stacy Saltzburg

City Clerk

Stacy Saltzburg signed on 9/12/2023 7:56:20 PM

APPROVED AS TO FORM:

Christina Kinnear

City Attorney's Office

Christina Kinnear signed on 9/12/2023 3:40:59 PM

EXHIBIT A
SCOPE OF WORK
(attached)

1. QUOTE #22827 FROM CORPORATE TECHNOLOGY SOLUTIONS, LLC

PHOENIX TUCSON

Project Name

City of Flagstaff – City Hall Verkada Security Systems 5 Year License Option

Presented To

CITY OF FLAGSTAFF

Proposal/and Scope of Work

Due Date:
6/27/2023

Respectfully Submitted By:
Curtis Johnson
O: (480) 377 - 0225 Ext:238
M: (602) 397-0688
cjohnson@ctscabling.com
State Contract# CTR056380

Corporate Technology Solutions, LLC
1971 E 5th St., Ste 111
Tempe, AZ 85281
O: 480-377-0225
www.ctscabling.com

SCOPE OF WORK

CTS will provide and install a Verkada fully integrated hardware and software solutions consisting of video surveillance, access control, and alarm systems.

Access Control:
CTS will provide and install access control at (30) locations as identified per the drawings and per the below scope of work. Scope of work door numbers coincide with the drawings. A 5- year Verkada access control license for each door has been included.

Door #1: This location will only be fitted with door contacts and a motion request to exit for monitoring purposes.

Door #2: Existing devices will be reused as the temporary solution until the door opening is replaced. Existing magnetic lock, push to exit, request to exit, and door contacts will be used. Existing card reader will be replaced with a Verkada card reader.

Door #3: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #4: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #5: Existing cylindrical keypad and electrified strike will be reused. Door contact, request to exit, and Verkada card reader will be installed.

Door #6: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #7: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #8: New panic devices with surface mounted vertical rods will be installed over existing devices. One leaf will be electrified, and the second leaf will only have a request to exit. New ADA push buttons, door contacts, and Verkada card reader will be installed. Existing auto operator to remain in place and is assumed to have necessary relay inputs for integration to the access control system.

Door #9: Existing magnetic lock will be removed. Existing electrified strike and request to exit motion will be reused. A Verkada card reader will be installed.

Door #10: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed. Surface mount conduit at this location will be required due to block walls.

Door #11: New panic devices with surface mounted vertical rods will be installed over existing devices. One leaf will be electrified, and the second leaf will only have a request to exit. New door contacts and Verkada card reader will be installed.

Door #12: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #13: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #14: Existing magnetic lock will be removed. Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #15: Existing magnetic lock will be removed. Existing cylindrical lock will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed. Cylindrical lock will need to be changed to a storeroom function lock, not included in this bid.

Door #16: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #17: Existing panic devices will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #18: Existing electrified strike will be reused. A door contact, request to exit, and Verkada card reader will be installed.

Door #19: Existing opening does not currently meet fire code. A new panic device with electrified trim, door contact, request to exit, and Verkada card reader will be installed.

Door #20: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #21: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #22: Existing electrified strike will be reused. A door contact, request to exit, and Verkada card reader will be installed.

Door #23: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #24: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #25: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #26: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #27: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #28: Existing opening does not currently meet fire code. A new panic device with electrified trim, door contact, request to exit, and Verkada card reader will be installed.

Door #29: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #30: New panic devices with surface mounted vertical rods will be installed over existing devices. One leaf will be electrified, and the second leaf will only have a request to exit. New ADA push buttons, door contacts, and Verkada card reader will be installed. Existing auto operator to remain in place and is assumed to have necessary relay inputs for integration to the access control system.

Access Control Cabling:
New access control cables will be routed from each door to the designated IDF where the Verkada controllers will be installed.

IDF:
Multiple IDF locations will be utilized for the Verkada controllers and power supplies. Doors will be grouped based on area and proximity to IDF locations. A network port will be required for each Verkada controller.

Proposal assumes utilizing customers' existing patch panels and network switches. Any additional power requirements needed for the access control power supplies are to be provided by customer.

Programming:
Proposal assumes exporting existing access control database to a CSV file and importing into Verkada. New access levels and user groups will be programmed. Proposal assumed utilizing customers existing credentials.

Video Surveillance:
CTS will provide and install Verkada cameras in (14) locations as identified per the drawings. (5) cameras will be exterior and (9) will be interior. A 5-year Verkada camera license has been included for each camera.

Camera Cabling:
New category 6 cables will be routed from nearest IDF to each camera.

Proposal assumes utilizing customers' existing patch panels and network switches.

Alarm System:
CTS will provide and install a Verkada alarm system for the (5) panic button locations as identified per the drawings. For the panic buttons to be programmed for dispatch to local authorities an alarm panel is required. Included with the alarm system is an alarm console that will be installed locally in a location that is TBD. A 5-year license is required and has been included for the alarm system monitoring services, alarm panel, and alarm console.

Once all devices have been installed, they will be programmed, tested, and confirmed with end user. (8) hours of customer training have been included.

Exclusions/Assumptions:

- Patch panels and switches by end user.
- Fire alarm relays required to be by end user fire alarm provider.
- Patching, painting, or drywall repairs.
- Network ports and parameters by end user.
- 120V by end user.
- Proposal assumes normal work hours (between 5 a.m. and 5 p.m.)
- Permitting Exluded

PROVISIONS

All OSP (outside plant cabling) are estimates only. CTS will verify the actual lengths prior to installation with true tape and provide a credit or cost impact document before the installation.

Any additional work not specified in this scope of work or any additional work request from customer will result in a CTS change order.

Due to the fluctuation and continued increases in costs and shipping, this proposal pricing is good for a period of 30 days unless otherwise noted.

Where material prices fluctuate, CTS reserves the right to adjust pricing if there are changes in material pricing. Written documentation from our suppliers to verify this condition can be provided.

Customer is responsible for any freight charges if the customer requests an expedited time frame.

CTS will require a project schedule showing all times the facility will be available. Including but not limited to, facility events, closures or limitations that may affect continuous work. Without a schedule, there is no way for CTS to commit to an end date for completion. Delays in the schedule will delay the completion date. Any requested overtime to improve the completion date will constitute a change order.

Any schedule changes or project delays due to work areas not being available during the scheduled time, and or any other interruptions outside of CTS control, including but not limited to delay by other trades or customer could result in additional cost to customer. Written notification is required 5 days prior to any schedule changes.

This SOW assumes normal day shift of 8 continuous working hours between 5am and 5 pm, unless otherwise specified and agreed to in writing. Any work outside of this time frame may be subject to additional shift premiums.

This SOW includes one mobilization only. Changes that required additional starts and stops may be subject to additional charges via a change order. This would include, but not limited to, storage, equipment rentals, travel expenses, and other expenses incurred.

This quotation assumes that all existing and new conduits are properly sized with pull string installed and that any new conduits, pathways, wire mold, power poles, core holes, sleeves, and floor boxes, not mentioned in the above scope of work, will be provided and installed by other vendors and will be ready prior to cable installation.

Phone Systems, Network Devices, Active Equipment are not included, unless otherwise stated in the scope of work.

Any other Control Components are NOT included in this proposal as directed, unless otherwise specified. It is the assumption that the owner will provide its own system to perform the functions as needed.

Patch Cords are not included unless otherwise stated in the scope of work.

All Contracts and/or Purchase Orders will be subject to monthly progress billings.

Retention dollars are to be paid within 60 days after the completion of our original scope of work, regardless of the total job completion.

Any project valued at $2500 or above is subject to a pre-lien.

Effective Jan 1, 2015, customer is responsible for supplying CTS with Arizona Transaction Privilege Tax Exemption Form (TPT 5000) or Prime Contractor's Certificate (TPT 5005) as applicable.

Credit card payments shall be assessed a 3.5% convenience fee.

COSTS	
Materials	144,185.00
Labor	27,366.00
Misc	
Sub Total	171,551.00
Tax Rate	9.181%
Material Tax	13237.62
Labor Tax	0.00
Total	**184,788.62**

PRODUCT	PART NUMBER	DESCRIPTION	UOM	QTY
Windy City	556600	Cat6 Plenum White	LF	2,000
Windy City	7' Path Cable	7' Patch Cables Cat6	EA	1
Windy City	NJ446100	4 element Cable CMP	LF	6,000
Windy City	2204P-WHT	22-4 UNSHIELDED STRANDED PLENUM	LF	500
Leviton	47613-EZC	RJ45 Connector (50 pack)	EA	1
ADEMCO	ODC59A	OVERHEAD DOOR MAGNETIC CONTACT	EA	3
GRI	180-RS-12	Door Contact	EA	36
Verkada	CD52-256-HW	Indoorm Dome Camera 5MP	EA	8
Verkada	CF81-30E-HW	Fisheye Camera 30 Days	EA	1
Verkada	CD62-30E-HW	4k Dome Camera 30 Days	EA	5
Verkada	ACC-MNT-3	L Mount Bracket	EA	5
Verkada	LIC-5Y	5 Year Camera License	EA	14
Verkada	AD-32HW	Card Reader	EA	30
Verkada	LIC-AC-5Y	5 Year Door License	EA	30
HES	8300C	Electrified Strike	EA	12
HES	5200C	Electrified Strike	EA	5
HES	9400	Electrified Rim Strike	EA	1
Bosch	DS160	Motion Request to Exit	EA	23
Von Duprin	99EO-626	Rim Exit Device	EA	2
Von Duprin	M996L-RV-626-06-LHR	Motor R&V Lever Trim	EA	2
Von Duprin	050251-00	RX Swtich Kit	EA	2
GMS	R118SC26DA2	Rim Cylinder	EA	2
CMA	ETH8W4545-626 CH-BB79	Transfer Hinge	EA	2
Von Duprin	RX-QEL-9927-NL-F-643E-36	Electrified SVR Exit only with RX	EA	3
Von Duprin	RX-9927EO-F-643E-36-LHR	SVR Exit only with RX	EA	3
Keedex	KL38B	Door Loop	EA	6
GMS	R118SC10BA2	Rim Cylinder	EA	3
BEA	10PBS1	Push Plate	EA	4
BEA	10BOX475SQSM	Push Plate Surface Mount Box	EA	4
BEA	10TD433PB9V	RF Transmitter 433 Mhz	EA	4
BEA	10RD433	Wireless 433 Mhz Receiver	EA	4
BEA	10BR3X	Programmable 3 relay logic module	EA	2
Verakada	BC51-HW	Alarm Console	EA	1
Ademco	Husk-20	Panic Button	EA	5
CTS	CTS	Labor to remove existing devices/equipment	EA	1
CTS	CTS	Misc. Connectors/Mounting Hardware	EA	1
Consumables	CTS	Velcro, tape, labels, jet line, etc	EA	1
Tamarco	2" J-Hook Clip-on	2" J-Hook Clip-on Comfort Cradle	EA	125
Tamarco	3' hanger	solid hanger w/shot	EA	125
INTERSTATATE BAT	SEC1075	12V 7AH BATTERY	EA	15

Verkada	AC41-HW	4 Door Controller	EA	7
Verkada	AC62-HW	16 Door Controller	EA	1
Verkada	AC-BAT-4AH	4AH Batter for AC41	EA	7
Verkada	AC-BAT-18AH	18 AH Batter for AC62	EA	1
Verkada	BP41-HW	Alarm Panel	EA	1
Verkada	LIC-BA-5Y	5 Year Alarm License per site	EA	1
Verkada	LIC-BC-5Y	5 Year Alarm Console License	EA	1
Verkada	LIC-BP-5Y	5 Year Alarm Panel License	EA	1
LSP	FPO75/150-C4D8E1	300W, 4 Door Access Dual Voltage	EA	1
LSP	FPO150/150-C8D8E2	300W, 8 Door Access Dual Voltage	EA	3
LSP	FPO150/250-2C82D8E4	400W, 16 Door Access Dual Voltage	EA	1
CTS	CTS	Panduit Lay In for IDF's	EA	1
Labor Only	CTS	Labor to program and test	EA	1
Labor Only	CTS	Project Management Hours	EA	1
Labor Only	CTS	Owner Training	EA	1
CTS	CTS	Travel Expenses	EA	1

Payment Terms: Net 30 (Monthly Project Billing Applies)

Material: FOB – Project Site

Print Name: _____

Accepted by: _____

Title: _____

Date: _____

P.O. # _____

Billing Address: _____

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Agency Contract Award Request for Proposal Solicitation No. BPM003541
2. Contract Amendment Summary
3. Corporate Technology Solution Pricing

Request for Proposal

Solicitation No. BPM003541

Security and Protection Systems - Statewide

Arizona Department of Administration
General Services Division
1400 W. Washington St., Ste. B200
Phoenix, AZ 85007

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Security and Protection Systems - Statewide in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	6/9/21	Curtis Johnson		
	Date	Signature		
Revised Offers:				
	Date	Signature	Date	Signature
	Date	Signature	Date	Signature
Best and Final Offer:				
	Date	Signature		

Corporate Technology Solutions, LLC
Offeror company name

Curtis Johnson
Signature of person ~~authorized to sign Offer~~

1971 E 5th St., Ste 111
Address

Curtis Johnson – Security Division Mgr
Printed name and title

Tempe AZ 85281
City | State | ZIP

Curtis Johnson – Security Division Mgr
Contact name and title

27-0884582
Federal tax identifier (EIN or SSN)

480-377-0225 x238
Contact phone (office)

602-397-0688
Contact phone (mobile)

Cjohnson@ctscabling.com
Contact Email Address

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. § 41 – 1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; ad
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from the Procurement Officer.

State's Contract Number is: CTR056380 **Contract Effective Date:** July 28, 2021

Crista Clevenger 7/23/2021 Crista Clevenger, Procurement Manager

Procurement Officer Signature | Award Date | Procurement Officer Name | Title

Notice Page

1.0 What the State Is Soliciting

The Arizona Department of Administration, General Services Division, its Agencies, Boards and Commissions (the State), as well as Cooperative Members, as authorized under A.R.S.§ 41-2501 is seeking proposals from qualified contractors to provide services, equipment and materials on an as-needed basis for Access Control Systems, Intrusion Systems, and Closed Circuit Television (CCTV).

The State anticipates awarding multiple Contracts to begin providing services by a target date of July 28, 2021.

The Special Terms and Conditions provide a more detailed definition of Eligible Agencies.

List of all state agencies is available at: https://azdirect.az.gov/agencies

Active Co-Op Members List is available at: https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative .

OFFERORS SHOULD READ THE ENTIRE SOLICITATION CAREFULLY.

2.0 How and When Proposals Are Due

PROPOSAL DUE DATE AND TIME: Wednesday, June 9, 2021 at 2:00 PM Arizona Time

Proposals will only be accepted **online in "The State's e-Procurement System" at https://app.az.gov until the "Bid/Offer Due Date" indicated in "The State's e-Procurement System" for the Solicitation No. shown at the top of this page**. Proposals must be in the States possession online no later than the deadline indicated.

Submit technical inquiries about navigating and/or submitting proposals in the State's e-Procurement System to the State's e-Procurement System Help Desk:

- by phone at (602) 542-7600, option2; or
- by email to app@azdoa.gov

LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in "The State's e-Procurement System".

3.0 Pre-Offer Conference

The State **WILL NOT** conduct a Pre-Offer Conference for this Solicitation.

4.0 Inquiries

Any question related to this Request for Proposal shall be submitted utilizing the State's "**Discussions with Buyer**" Tab in the e-procurement system. The Offeror shall not contact or ask questions of the department for which the requirement is being procured.

Table of Contents

Solicitation Summary 2
Scope of Work 4
Pricing Document 10
Special Terms and Conditions 14
Uniform Terms and Conditions 40

	Contract Amendment II Contract ID: **CTR056380** Contractor: **CORPORATE TECHNOLOGY SOLUTIONS, LLC**	Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007
	Extension #2 | Date: 6/12/2023	

SECURITY AND PROTECTION SYSTEMS

1. The above-mentioned contract is hereby amended as follows:

   a. In accordance with the Special Terms and Conditions, Section 3.2 Contract Extensions, the above referenced contract shall be extended from 7/28/2023 to 7/28/2024.

      i. 2 optional extensions remaining of a 5-year contract

   b. All Terms, Conditions and Provisions of the contract shall remain unchanged and apply during the renewal period unless otherwise amended.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in APP by an authorized representative of the Contractor and applied to the contract in APP by the Procurement Officer or delegate.

Solicitation Summary

1.0 What the State Is Soliciting

The Arizona Department of Administration, General Services Division, its Agencies, Boards and Commissions (the State), as well as Cooperative Members, as authorized under A.R.S.§ 41-2501 is seeking proposals from qualified contractors to provide services, equipment and materials on an as-needed basis for Access Control Systems, Intrusion Systems, and Closed Circuit Television (CCTV).

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1.0 Introduction

The Arizona Department of Administration, General Services Division (hereinafter referred to as the "State") invites proposals from qualified Contractors to provide all services, equipment and materials for Access Control Systems, Intrusion Systems, and Closed Circuit Television (CCTV) for an eligible agency on an as-needed basis.

The State is seeking to establish one or more “statewide” contracts with qualified Contractors to begin providing services by a target date of July 28, 2021

2.0 Purpose and Background

The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statues (A.R.S.) §41-2501 to create a contract(s) from which the State and its Cooperative Members (hereinafter referred to as Eligible Agencies) may acquire these products and services.

3.0 Definitions

Actual Parts Manufacturer - A manufacturer of equipment parts supplied direct to original equipment manufacturers for incorporating into the production equipment and/or resale as replacement parts. The original equipment manufacturer is the actual parts manufacturer for those parts produced solely by it.

Consumable Products – Products that are depleted or degraded while directly performing the services required by this contract.

Drive Time – An hourly labor rate paid to compensate the primary worker along with any additional helpers for their time spent traveling between the Contractor’s facility and the service location.

Emergency Repair – This is a priority designator that places this project above all others. A project with an “emergency” designator is to be given necessary resources until completed.

Facilities Maintenance Coordinator (FMC) – The individual responsible for the department surveillance of the work in accordance with the contract. The FMC communicates with the Contractor on needed services and repairs. The FMC will participate in periodic quality inspections. The FMC will contact the Contractor to request a repair or service.

Helper – If necessary, additional workers may be used to complete a project. Helpers have separate line items for their labor rates.

Original Equipment Manufacturer – The manufacturer of the complete production equipment whether assembled from parts of its own manufacturer or from parts or components furnished by other manufacturers or a combination of both.

Preventive Maintenance (PM) – That service performed by the Contractor on a scheduled basis, which is designed to keep the equipment/systems in proper operating condition. It includes a verification of proper tolerances (tightness, fluid levels, voltages, etc.), and adjustments or other actions as necessary and appropriate in accordance with the manufacturer’s maintenance specifications and as authorized in the work order.

BPM003541 Pricing Document
Security and Protection Systems - Statewide

Offeror: Corporate Technology Solutions, LLC

Labor Rates applicable to Installation, Inspection, Replacement, Removal, Maintenance, Repair, and Programming at a minimum
Provide pricing as requested below, additions under Other Miscellaneous allowed

CATEGORY: ACCESS CONTROL SYSTEMS

	LABOR RATES	
	Technician (Hourly)	Programmer/Advanced Technician (Hourly)
Standard Labor Rates All Inclusive (40 Hours or Less per Week)	$ 60.00	$ 70.00
Overtime Hours (Over 40 Hours per Week) & Weekend/Holiday Labor Rates	$ 85.00	$ 90.00

Please **mark** STATEWIDE or indicate REGION your Company will provide services

X **Statewide** ____ Region 1 ____ Region 2 ____ Region 3 ____ Region 4

____ Region 5 ____ Region 6 ____ Region 7

OTHER MISCELLANEOUS LABOR COSTS (if Applicable)

Description	Rate per Hour
1	$
2	$
3	$

CATEGORY: INTRUSION SYSTEMS

	LABOR RATES	
	Technician (Hourly)	Programmer/Advanced Technician (Hourly)
Standard Labor Rates All Inclusive (40 Hours or Less per Week)	$ 60.00	$ 70.00
Overtime Hours (Over 40 Hours per Week) & Weekend/Holiday Labor Rates	$ 85.00	$ 90.00

Please **mark** STATEWIDE or indicate REGION your Company will provide services

X **Statewide** ____ Region 1 ____ Region 2 ____ Region 3 ____ Region 4

____ Region 5 ____ Region 6 ____ Region 7

OTHER MISCELLANEOUS LABOR COSTS (if Applicable)

Description	Rate per Hour
1	$
2	$
3	$

Additional Serivces

	Monthly
Monitoring	$ 25.00

CATEGORY: CLOSED CIRCUIT TELEVISION SYSTEMS (CCTV)

	LABOR RATES	
	Technician (Hourly)	Programmer/Advanced Technician (Hourly)
Standard Labor Rates All Inclusive (40 Hours or Less per Week)	$ 60.00	$ 70.00
Overtime Hours (Over 40 Hours per Week) & Weekend/Holiday Labor Rates	$ 85.00	$ 90.00

Please **mark** STATEWIDE or indicate REGION your Company will provide services

X **Statewide** ____ Region 1 ____ Region 2 ____ Region 3 ____ Region 4

____ Region 5 ____ Region 6 ____ Region 7

OTHER MISCELLANEOUS LABOR COSTS (if Applicable)

Description	Rate per Hour
1	$
2	$
3	$

Rework – To work again or to work again an additional time.

Trip Charge – A fee paid to compensate the Contractor for the distance (per mile) traveled by its employees for round trips greater than 50 miles from the Contractor's facility to the service location.

Quality Control – Those actions taken by the Contractor to control the production of services so that they meet the requirements of the contract.

Quality Control Inspection (QC) – Those actions taken by FMC to check maintenance and repair services to determine if they meet contract requirements.

4.0 General Requirements

4.1 Contractor(s) may be required to ensure that the facilities are in compliance with all existing standards, codes, rules and regulations.

4.2 Contractor(s) are encouraged to offer any additional services their company provides and must indicate those services in their proposal.

4.3 Contractor(s) must ensure all equipment is compatible to the best industrial standards and must function as designed after installation.

4.4 All necessary wiring, fasteners, fittings, hardware, anchors, or other necessary miscellaneous items, except specialty equipment, to successfully provide the services required herein shall be provided by the Contractor(s) at no additional cost to the Eligible Agency.

4.5 Contractor(s) must designate a single point of contact to be the liaison for state information technology staff to handle the day to day operations.

4.6 Contractor(s) may not apply surcharges for transportation, fuel, energy, insurance or any other reason throughout the duration of the contract(s).

4.7 Contractor(s) must guarantee workmanship at Contractors' expense for a period of twelve (12) months from the date of installation.

4.8 Work shall be performed in accordance with manufactures' recommendations and with all current local codes, regulations, and installation guidelines.

4.9 The awarded Contractor(s) may be required to do some work after normal business hours; however, it is anticipated that most work will be completed during normal business hours.

4.10 Once the Contractor has possession of the equipment to be installed, the responsibility of all equipment, including storage during installation work, shall be at the awarded Contractors expense when storage space is unavailable at the jobsite.

4.11 Contractor(s) staff is responsible for performing a standard site walk-through.

4.12 Contractor(s) shall provide competent personnel able to perform the specific scope of work required.

4.12.1 Due to the nature of these scopes of work and the liability involved, each Eligible Agency will have the final determination of competency in all matters regarding personnel provided by the Contractor.

5.0 Maintenance and Repair of All Systems and Response Times, (including Emergency Repair) Unless previously agreed upon by eligible agency:

5.1 Normal Response to trouble calls within 8 hours, including weekends and holidays.

5.1.1 Rural Area Normal Response to trouble calls within 8 hours, including weekends and holidays.

5.2 Emergency Response to trouble calls within 2 hours, including weekends and holidays.

5.2.1 Rural Area Emergency Response to trouble calls within 4 hours, including weekends and holidays.

5.3 Repair Technicians must carry adequate hardware inventory to replace, repair, and/or maintain each system at the dispatched location.

5.3.1 Contractor(s) will be responsible for any additional expenses and mileage resulting from inadequate hardware inventory to replace, repairs, and/or maintain each system.

5.4 Repair Technicians must be prepared to provide an immediate replacement for defective equipment and **shall not** remove a defective unit without an immediate replacement.

5.5 Replacement and repair of equipment must be provided at a specific location, or within an assigned geographical area inside a location.

6.0 Access Control Systems – Category 1

The Access Control Systems category includes all aspects of Access Control System Services, including but not limited to the following services:

6.1 Consulting;

6.2 Inspection as required by the using eligible agency;

6.3 Installation of new systems;

6.4 Replacement or upgrade of existing systems;

6.5 Removal of existing systems;

6.6 Integration of various types of systems;

6.7 Provide and install all related equipment and miscellaneous items such as wire, fasteners, hardware, etc. that may be needed to compete the scope of work;

6.8 Provide programming and work individually with eligible agencies information technology staff when installing new or maintaining previously installed systems; and

6.9 Contractor(s) must possess the ability to provide individual access codes and provide all access codes and access procedures to the eligible agency.

7.0 Intrusion Systems – Category 2

The Intrusion Systems category includes all aspects Intrusion System Services, including but not limited to the following services:

7.1 Consulting;

7.2 System Monitoring:

7.2.1 Provide a 24-hour UL Listed Station

7.2.2 Provide Backup communication if requested by eligible agencies, i.e. radio or cell phone

7.3 Inspections as required by the eligible agency;

7.4 Installation of new systems;

7.5 Replacement or upgrade of existing systems;

7.6 Removal of existing systems;

7.7 Integration of various types of systems;

7.8 Provide and install all related equipment and miscellaneous items such as wire, fasteners, hardware, etc. that may be needed to complete the scope of work;

7.9 The work provided within this section includes a complexity of various single zone and multi-zoned systems, including circuit boards, communication devices, phone lines, system wiring, power supply, and batteries installed with or without panic buttons, motion detectors, door sensors, window sensors, glass-break sensors, key pads, and various notification devices (horns, strobes, etc.);

7.10 Existing systems must be matched in any new additions or new construction. During renovations, the system in the renovated area being replaced must match the system that is currently in operation and must become an integral part thereof. Contract must ensure complete connectivity and integration to each existing system in those instances where an addition or upgrade is warranted.

7.11 The Contractor(s) must designate a project manager as the single point of contact who must be certified to program all alarm systems in use throughout eligible agency facilities.

7.12 The Contractor(s) must possess the ability to provide individual access codes and provide all access codes and access procedures to the eligible agency.

8.0 Closed Circuit Television Systems (CCTV) – Category 3

The CCTV category includes all aspects of CCTV Services, Including but not limited to the following services:

8.1 Consulting

8.2 Inspection as required by the using eligible agency

8.3 Installation of new systems;

8.4 Replacement or upgrade of existing systems;

8.5 Removal of existing systems;

8.6 Integration of various types of systems;

8.7 Provide and install all related equipment and miscellaneous items such as wire, fasteners, hardware, etc. that may be needed to complete the scope of work;

8.8 Provide the option to use CCTV video cards for video surveillance;

8.8.1 Video cards must have the capability to handle from four (4) to twenty-four (24) cameras in the system;

8.8.2 Contractor must offer video cards with various capacity sizes to meet all potential needs;

8.8.3 All cameras used in an installation must be matched to work with the video card selected by the eligible agency.

8.9 Provide the option to utilize Digital Video Recording Equipment (DVR), Network Video Recording Equipment (NVR), and/or Gateway and Hosted Video Equipment;

8.10 Provide the option for eligible agencies to build their own stand-alone computer to run the system, or request that the Contractor build it for them; and

8.11 Offer a wide variety of indoor and outdoor cameras and wireless transmitters to work in conjunction with video cards.

9.0 Agreements

9.1 Contractor(s) shall not require Eligible Agencies to sign any additional or separate agreements subordinate to the resulting contract.

9.2 Contractor(s) shall provide separate quotes within 48 hours of request, unless otherwise agreed upon by the eligible agency, for each new or replacement installation as required by the eligible agency

9.2.1 Quotes should offer price difference for lease vs. purchase options as requested by eligible agency.

9.3 Eligible Agencies may have proprietary equipment. It is Contractor(s) responsibility to work with or notify the eligible agency regarding maintenance and repair of proprietary equipment.

10.0 Background Checks

10.1 Contractors employees assigned to the contract may be required to submit to and pass background checks.

10.1.1 All costs associated with background checks shall be at the contractor's expense.

10.2 It is the Contractor's responsibility to ensure the following;

10.2.1 Contractor(s) may not begin work on the contract until clearance has been issued by the eligible agency; and

10.2.2 Notification and access to eligible agency will be pre-authorized by the eligible agency.

11.0 Public Works Projects

11.1 Any projects that are federally funded may be subject to the requirements of Davis-Bacon Act and/or the Davis-Bacon Wage Decision.

11.1.1 Labor prices for affect projects may be negotiated between the eligible agency and the contractor, provided the contractor provides adequate documentation for any negotiated increase.

11.1.1.1 Documentation shall include payroll records, copies of wage decisions, and/or other information that establishes a clear difference between the

contractor's standard wage and the prevailing Davis-Bacon wage for any affected employee for that project.

11.1.1.2 Under no circumstances will that price be increased by an amount higher than the difference between the normal hourly rate and the hourly rate required by the applicable Davis-Bacon Wage Decision.

11.2 Contractor(s) must include in job quotes the standard business hours and prevailing wage rate for the job location. Quotes should include shift differential, if any, for working nights and weekends.

11.3 Jobsites must be cleaned every day.

11.4 Contractor(s) must complete any punch lists within five days of receipt. Exceptions to this standard may be addressed on an individual project basis.

12.0 Standard of Performance and Acceptance

12.1 The Standard of Performance applies to all product(s) purchased under a resultant contract, including any additional, replacement or substitute product(s), as well as any product(s) which are modified by or with the written approval of the Contractor and after acceptance by the eligible agency.

12.2 The Acceptance Testing period shall be seven (7) calendar days, or any other time period previously agreed upon, beginning with the day after the product is installed and certification is received that the product is ready for Acceptance Testing.

12.3 If the product does not meet the Standard of Performance during the initial period of Acceptance Testing, the eligible agency may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met.

12.4 Upon rejection, the contractor will have three (3) days to cure and Standard of Performance issue(s).

12.5 If, after the cure period, the product still has not met the Standard of Performance, the eligible agency may, at its option;

12.5.1 Declare the contractor to be in breach and terminate the order;

12.5.2 Demand a replacement product from the contractor at no additional cost to the eligible agency; or

12.5.3 Continue the cure period for an additional time period agreed upon by the eligible agency and the contractor.

12.6 Contractor(s) shall pay all costs related to the preparation and shipping of returned products;

12.7 No product shall be accepted and no charges shall be paid until the Standard of Performance is met; and

12.8 The Warranty Period will begin upon approval by the eligible agency.

Pricing Document

1.0 Compensation

1.1 COMPENSATION METHOD

Contractor will be compensated based on the final detailed written quote approved by the Customer. Pricing shall not exceed the labor rates indicated on the Pricing Document.

2.0 Pricing

2.1 CONTRACTOR'S BEST PRICING. Supplier warrants that, for the term of the Contract, the prices and discounts set out in Exhibit A_PRICING – Security and Protections Systems - Statewide, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment and materials.

2.1.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.1.2 If Contractor's Best Pricing for equivalent services, items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

2.2 PRICING-ALL-INCLUSIVE:

2.2.1 Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

2.3 PRICE INCREASES:

2.3.1 The State may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

(a) Initial Contract prices will be honored for one year after award of Contract.

(b) All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

(c) All price adjustments will be implemented by a formal contract amendment. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

2.4 PRICE REDUCTIONS:

2.4.1 Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

2.5 ADDITIONAL CHARGES:

2.5.1 Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.

2.6 TRAVEL.

2.6.1 Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at https://gao.az.gov/travel . The Eligible Entity / Customer shall reject any claim for travel reimbursement without prior written approval.

3.0 Funding

No particular funding considerations apart from paragraph 4.4 [*Availability of Funds for the Next State fiscal year*] and 4.5 [*Availability of Funds for the current State fiscal year*] of the Uniform Terms and Conditions have been identified as of the Solicitation date.

4.0 Invoicing

4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Entity/Customer (e.g. Eligible Agency or Co-Op Buyer) at the address indicated on the applicable Order document or by utilizing the Buying Entity's purchasing tool/process.

4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the State's e-Procurement System PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract line item number	●
Contract line item description	●
Quantity delivered or performed	●
Line item unit of measure	●

Item price	●
Extended pricing	●
Discount off list or catalog	●
Taxes *(as a separate invoice line item)*	●
Trip fee (if applicable)	●
Travel (if applicable)	●
Total invoice amount due	●

4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:

1. Materials or Services that have not been authorized on an acknowledged Order;
2. Expediting, overtime, premiums, trip fee, travel, or upcharges absent State's express prior approval; or
3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed.

4.4 PRE-INVOICE REVIEW. Shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.

4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process provided or required by the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.

4.6.1 The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.

4.6.2 Invoices will be deemed automatically rejected upon delivery if they:

(a) are sent to an incorrect address;

(b) do not reference the correct State contract number; or

(c) are payable to any Person other than the Contractor.

4.6.3 The ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

5.0 Payments

5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions

5.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

5.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.

5.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.

5.5 PURCHASING CARD. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.

5.6 AUTOMATED CLEARING HOUSE. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

https://gao.az.gov/afis/vendor-information

6.0 Exhibits to the Pricing Document

Excel Pricing Spreadsheet attached as a separate document

End of Section Pricing Document

Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1 Acceptance

"Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.

1.2 Accepted Offer

If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.

If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.

If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.

1.3 Arizona Procurement Code; A.R.S.; A.A.C.

"Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.

1.4 Arizona TPT

"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at:

https://www.azdor.gov/business/transactionprivilegetax.aspx.

1.5 Attachment

"Attachment" means any item that:

1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);
2. was attached to an Offer when submitted; and
3. was included in the Accepted Offer.

1.6 Pricing Document

"Pricing Document" means Pricing Specifications the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.

1.7 Contract Amendment

"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution.

1.8 Contract Terms and Conditions

"Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.

1.9 Contractor

"Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.

1.10 Contractor Indemnitor

"Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.

1.11 Co-Op Buyer

"Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also

available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.12 Eligible Agency

If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

1.13 Indemnified Basic Claims

"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.

1.14 Instructions to Offerors

"Instructions to Offerors" is Instructions to Offerors of the Solicitation Documents.

1.15 Order

"Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":

1. "Release" or "Release Purchase Order" in The State's e-Procurement System;
2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in The State's e-Procurement System; or
3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.

1.16 The State's e-Procurement System

"The State's e-Procurement System" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, The State's e-Procurement System – The Official State eProcurement System*.

NOTE (1): Technical Bulletin No. 020 is available online at:

https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations

1.17 State

With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.

1.18 State Indemnitees

"State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.19 Subcontractor

"Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "… a person who contracts to perform work or render service to … [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . ."The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.

1.20 Work

"Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

2.1 Usage

Where the Contract:

1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a

reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;

2. uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [*Definitions*]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [*Definitions*]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;
5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.2 Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

(a) Contract Amendments;
(b) the final Solicitation Documents, in the order:
  (1) Special Terms and Conditions;
  (2) Exhibits to the Special Terms and Conditions;
  (3) Uniform Terms and Conditions;
  (4) Scope of Work;
  (5) Exhibits to the Scope of Work;
  (6) Pricing Document;
  (7) Exhibits to the Pricing Document;
  (8) Specifications; and
  (9) any other documents referenced or included in the Solicitation;
(c) Orders, in reverse chronological order; and
(d) Accepted Offer.

ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation

Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

2.3 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.4 Complete Integration

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Offer and Acceptance and continue for **twelve (12) months unless cancelled, terminated, or permissibly extended**.

3.2 Contract Extensions

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

3.3 Notices and Correspondence

3.3.1 TO CONTRACTOR. State shall:

(a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding The State's e-Procurement System Vendor Profile; and

(b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 TO STATE. Contractor shall :

(a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the State's e-Procurement System Summary for State; and

(b) address any required notices to State to Procurement Officer identified as "Purchaser" in the State's e-Procurement System Summary at the following mailing address:

Arizona Department of Administration
General Services Division
1400 W. Washington Street, Suite B200
Phoenix, AZ 85007

3.3.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

3.4 Signing of Contract Amendments

Contractor's counter-signature – or "approval" in The State's e-Procurement System, in the case of an amendment – is not required to give effect if the Contract Amendment only covers either:

1. extension of the term of the Contract within the maximum aggregate term;
2. revision to Procurement Officer appointment or contact information; or
3. modification of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in *(1)*, *(2)*, and *(3)* above, both parties' signature – or "approval" in The State's e-Procurement System, in the case of an Amendment – are required to give it effect.

3.5 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6 Books and Records

3.6.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.8 Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.9 Ownership of Intellectual Property

3.9.1 RIGHTS IN WORK PRODUCT. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

(a) "Government Purpose Rights" are:

i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

ii. the right to release or disclose that work product to third parties for any State

government purpose; and

iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

(b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.9.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

(a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;

(b) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and

(c) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.

3.10 Subcontracts

3.10.1 INITIAL LIST. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment 5 to the Accepted Offer [*Proposed Subcontractors*]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 5 at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case *(a)* or *(b)*, Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.10.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.11 Offshore Performance of Certain Work Prohibited

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph

does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.12 Orders

3.12.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.

3.12.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.

3.12.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in The State's e-Procurement System as something other than a "Master/ Blanket" type.

3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.13 Provisions for Statewide Contracts:
- **Co-Op Usage**
- **Eligible Agencies**
- **Quarterly Reporting**

The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.

Co-Op Usage

1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

   https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative

2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation,

payment procedures, and other details are provided on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

4. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

Eligible Agencies – Orders

Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either:

(a) "Approving" the Order electronically in The State's e-Procurement System, which will indicate Contractor's unqualified acceptance of the Order as-issued; or,

(b) "Rejecting" the Order electronically in The State's e-Procurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 (Orders are Obligatory).

Unless and until Contractor has approved the Order in the State's e-Procurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically In The State's e-Procurement System within three (3) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in The State's e-Procurement System and if it does so the rejection will be void.

Quarterly Usage Reports

Contractor shall submit to State a *Quarterly Usage Report* documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted, even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

3.14 Multiple-Use Provisions

Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in The State's e-Procurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.
2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.
3. As described in *(2)* above but requesting the proposal from both Contractor and other

vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.

4. As described in *(3)* above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under *(3)* and *(4)* above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

3.15 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

3.16 Work on State Premises

3.16.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.16.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*].

4.0 Costs and Payments

4.1 Payments

4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statues Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State's e-Procurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

4.2 Applicable Taxes

4.2.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2 TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5.0 Contract Changes

5.1 Contract Amendments

The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

5.2 Assignment and Delegation

5.2.1 IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 IN PART. Subject to paragraph 3.10 [*Subcontracts*] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Contractor Insurance

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase

additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage personal injury and broad form contractual liability coverage

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Damage to Rented Premises	$ 50,000
Each Occurrence	$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation……	Statutory
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor/Independent Contractor).

4. Professional Liability (Errors and Omissions Liability)

Each Claim	$ 2,000,000

Annual Aggregate	$ 2,000,000

a. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than $500,000.

SAM coverage is required only if Contractor's services involve working with, or caring for, children and/or vulnerable adults ("Vulnerable Adults" means physically and developmentally disabled adults or inmates that are in the care, custody, and control of the State of Arizona).

b. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the Policy shall precede the effective date of this Contract; and, either continuous coverage will be maintained or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

c. The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

5. Technology Errors & Omissions Insurance – *Required as applicable to the services provided*.

Each Claim	$ 2,000,000
Annual Aggregate	$ 2,000,000

a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed progrms under this contract.

b. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

c. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period willb e exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

d. Technology Errors and Omissions insurance coverage shall only be required from each Contractor or subcontractor who is providing one of the following Training Delivery Formats:

1. Computer Based training (CBT) and/or
2. E-Learning (E).

6. Network Security (Cyber) and Privacy Liability – *Required as applicable to the services provided*.

Each Claim	$ 2,000,000
Annual Aggregate	$ 2,000,000

a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

b. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery

period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.

d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its department, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

e. Network Security (Cyber) and Privacy Liability coverage shall only be required from each Contractor or subcontractor who is providing one of the following Training Delivery Formats:

1. Computer Based training (CBT) and/or
2. E-Learning (E).

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 E
2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to State Procurement Office.

ACCEPTABILITY OF INSURERS: Contractor's Insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to , commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All such certificates required by this Contract shall be sent directly to the Arizona State Procurement Office. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any

time.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

APPROVAL and MODIFICATIONS: The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of self-insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6.3 Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgement costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.4 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

6.5 Force Majeure

6.5.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.66 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

6.6 Third Party Antitrust Violations

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

7.0 Warranties

7.1 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

7.2 Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.3 Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.4 Licenses and Permits

Contractor warrants that it will maintain all licenses required under paragraph 3.7 [*Contractor Licenses*] and all required permits valid and in force.

7.5 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [*Assignment and* Delegation] that expressly recognizes the event.

7.6 Performance in Public Health Emergency

Contractor warrants that it will:

1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

7.7 Lobbying

7.7.1 PROHIBITION.

(a) Contractor warrants that:

i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and

ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) Contractor shall implement and maintain adequate controls to assure compliance with *(a)* above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.7.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.8 Survival of Warranties

All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

10.1 Claim Resolution

Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.

10.2 Mandatory Arbitration

In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

11.0 General Provisions for Materials

11.1 Applicability

Article 11 applies to the extent the Work is or includes Materials.

11.2 Off-Contract Materials

Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders, State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, n either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.

11.3 Compensation for Late Deliveries

Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them

11.4 Indicate Shipping Costs on Order

Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one)

11.5 Current Products

Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract

11.6 Maintain Comprehensive Selection

Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.

11.7 Additional Products

State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of *(b)* typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products

11.8 Discounted

If a product or groups of products covered by the Contract are discontinued by the manufacturer,

Products

Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones.

11.9 Forced Substitutes

Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.

11.10 Recalls

In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall

11.11 Delivery

11.11.1 PRICING. Unless stated otherwise in the Commercial Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.o.b. Origin, Contractor's Facility" under FAR 52.247-30

11.12 Delivery Time

11.11.2 LIABILITY. Unless stated otherwise in the Commercial Document or an Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under FAR 52.247-35.

11.13 Delivery Locations

11.11.3 PAYMENT. Unless stated otherwise in the Commercial Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately

Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and
4. if the Contract is for unrestricted statewide use, then:
    i. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;

b) If a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,

c) if the Commercial Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

11.14 Conditions at Delivery Location

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions

11.15 Materials

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16 Acceptance

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials

11.17 Correcting Defects

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.
3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.18 Returns

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within thirty (30) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have

Order Cancellations

those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus one (1) additional business day
2. reimburse Contractor for:
   (a) its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day;
   (b) the cost of any obligations it incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day that demonstrably cannot be canceled, or that have pre-established cancelation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and,
3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice.

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant

11.19 Product Safety

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup

11.20 Hazardous Materials

12.0 General Provisions for Services

12.1 Applicability

Article 12 applies to the extent the Work is or includes Services.

12.2 Comprehensive Services Offering

Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.

12.3 Additional Services

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good

faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

12.4 Off-Contract Services

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

12.5 Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

12.6 Transitions

During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition. State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

12.7 Accuracy of Work

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

12.8 Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

12.9 Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

12.10 Corrective Action Required

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

13.0 Data and Information Handling

13.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information", January 3, 2017*; and
2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P* 2180*.1 GSA Rules of Behavior for Handling Personally Identifiable*

Information.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

https://dpcld.defense.gov/Privacy/Authorities-and-Guidance/

NOTE (2): For convenience of reference only, the GSA directive is available at:

http://www.gsa.gov/portal/directive/d0/content/658222

13.4 Protected Health Information

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in *(1)* above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in *(1)* above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

14.0 Information Technology Work

14.1 Applicability

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. § 41-3501(6) 6: " . . . computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

14.2 Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

14.3 Information Access

14.3.1 SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.

14.3.2 INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

14.3.3 ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the

custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

14.4 Pass-Through Indemnity

14.4.1 INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.

14.4.2 NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

(a) State reserves the right to elect to participate in the action at its own expense;

(b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and

(c) State shall in any case cooperate in the defense and any related settlement negotiations.

14.5 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6 Redress of Infringement.

14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:

(a) replace any infringing items with non-infringing ones;

(b) obtain for State the right to continue using the infringing items; or

(c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

(a) for any software created for State under the Contract, the amount State paid to Contactor for creating it;

(b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and

(c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on

any of the following by a State Indemnitee:

(a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;

(b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or

(c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7 First Party Liability Limitation

14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of $1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:

(a) Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;

(b) claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or

(c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.7.3 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.

14.7.4 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

14.8 Information Technology Warranty

14.8.1 SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

(a) modified or altered by anyone not authorized by Contractor to do so;

(b) maintained in a way inconsistent to any applicable manufacturer recommendations; or

(c) operated in a manner not within its intended use or environment.

14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

(a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

(b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable

information, or prevent products from performing as required by the Contract; and

(c) it will provide a new or clean install of any COTS software that State has reason to believes contains harmful code.

14.8.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the forgoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10 Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

14.11 Cloud Applications

The following are required for Contractor of any "cloud" solution that hosts State data outside of the State's network, or transmits and/or receives State data.

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: https://aset.az.gov/resources/policies-standards-and-procedures, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.
2. State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
3. Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

End of Section Special Terms and Conditions

Uniform Terms and Conditions

Version: 9 (7/1/2013)

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1	**Attachment**	"Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.
1.2	**Contract**	"Contract" " means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
1.3	**Contract Amendment**	"Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
1.4	**Contractor**	"Contractor" means any Person who has a Contract with the State.
1.5	**Days**	"Days" means calendar days unless otherwise specified.
1.6	**Exhibit**	"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
1.7	**Gratuity**	"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
1.8	**Materials**	"Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
1.9	**Procurement Officer**	"Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
1.10	**Services**	"Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "… the furnishing of labor, time, or effort by [the] [C]ontractor or [S}ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.8.
1.11	**State**	"State" means the State of Arizona and Department or Agency of the State that executes the Contract.
1.12	**State Fiscal Year**	"State Fiscal Year" means the period beginning with July 1 and ending June 30.
1.13	**Subcontract**	"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

2.0 Contract Interpretation

2.1	**Arizona Law**	The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
2.2	**Implied Terms**	Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
2.3	**Contract Order of Precedence**	In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below: 2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4 Relationship of Parties The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Contract Administration and Operation

3.1 Records Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor

shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9 Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4.0 Costs and Payments

4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law

4.4 Availability of Funds

Funds may not presently be available for performance under this Contract beyond the current

	for the Next State fiscal year	state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
4.5	**Availability of Funds for the current State fiscal year**	Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions: 4.5.1. Accept a decrease in price offered by the contractor; 4.5.2. Cancel the Contract; or 4.5.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

5.1	**Amendments**	This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
5.2	**Subcontracts**	The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
5.3	**Assignment and Delegation**	The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6.0 Risk and Liability

6.1	**Risk of Loss**	The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
6.2	**Indemnification**	6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence. 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
6.3	**Indemnification – Patent and Copyright**	The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
6.4	**Force Majeure**	6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this

Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall **not** include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance with Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8.0 State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a

representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 Contract Claims

10.1 Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 Arbitration

11.1 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12.0 Comments Welcome

12.1 Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

End of Section Uniform Terms and Conditions

Request for Proposal

Solicitation No. BPM003541

Security and Protection Systems - Statewide

Arizona Department of Administration
General Services Division
1400 W. Washington St., Ste. B200
Phoenix, AZ 85007

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Security and Protection Systems - Statewide in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:				
	Date	Signature		
Revised Offers:				
	Date	Signature	Date	Signature
	Date	Signature	Date	Signature
Best and Final Offer:				
	Date	Signature		

Offeror company name	Signature of person authorized to sign Offer
Address	Printed name and title
City | State | ZIP	Contact name and title
Federal tax identifier (EIN or SSN)	Contact phone (office) Contact phone (mobile)
Contact Email Address	

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. § 41−1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; ad
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from the Procurement Officer.

State's Contract Number is: _____ **Contract Effective Date:** _____

Procurement Officer Signature	Award Date	Procurement Officer Name	Title

Request for Proposal

Solicitation No. BPM003541

Security and Protection Systems - Statewide

Arizona Department of Administration
General Services Division
1400 W. Washington St., Ste., B200
Phoenix, AZ 85007

Organization Profile

Firm Name		Year established	
Principal address (street, city, state)			
Entity type:		Structure:	
Branch or Division:		Parent:	
Years of experience providing goods similar in type and quantity as required by this Solicitation.			
Years of experience performing services similar in size and scope as required by this Solicitation.			
Years the organization has conducted business in Arizona.			

Contract Representatives to Contact

	Name	Title	Telephone Number	E-Mail Address
1.				
2.				
3.				

Licenses/Certifications

	Description	Issuer	Number	Expiration
4.				
5.				
6.				
7.				
8.				

Financial Information (attach financial statements with income/balance sheets as Supplements)

	Rating/Issuer	Score/Rank	Date
9.			
10			

Capacity

	Location	Work Performed	Number Staff	Capacity
11				
12				
13				

	Request for Proposal **Solicitation No. BPM003541** **Security and Protection Systems - Statewide**	Arizona Department of Administration General Services Division 1400 W Washington St., Ste. B200 Phoenix, AZ 85007

References

The State intends to conduct reference checks for accounts referenced provided by Offerors. It may, at its sole discretion contact additional clients not presented as references.

Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this RFP. Preferred at least one (1) of the projects referenced is Arizona government related. All assignments shall be for assignments received and completed within the last five (5) years.

1 Company Name	Contact Name and Title
Address	Email address and Telephone
Service Begin Date:	Service End Date:
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)	
List job positions provided and technologies utilized to supplement services.	

2 Company Name	Contact Name and Title
Address	Email address and Telephone
Service Begin Date:	Service End Date:
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)	
List job positions provided and technologies utilized to supplement services.	

3 Company Name	Contact Name and Title
Address	Email address and Telephone
Service Begin Date:	Service End Date:
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)	
List job positions provided and technologies utilized to supplement services.	

	Request for Proposal **Solicitation No. BPM003541** **Security and Protection Systems - Statewide**	Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007

Key Personnel Proposal

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in carrying out the Work**. Insert or attach a separate resume if desired, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel.

1	**Name:**	x	How long with company?	x years
	Current position in company:	x	How long in position?	x years
	Position for the Services:	x	How much of time will be dedicated to the Services?	x %
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		

2	**Name:**	x	How long with company?	x years
	Current position in company:	x	How long in position?	x years
	Position for the Services:	x	How much of time will be dedicated to the Services?	x %
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		

3	**Name:**	x	How long with company?	x years
	Current position in company:	x	How long in position?	x years
	Position for the Services:	x	How much of time will be dedicated to the Services?	x %
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		

	Request for Proposal **Solicitation No. BPM003541** **Security and Protection Systems - Statewide**	Arizona Department of Administration General Services Division 1400 W Washington St., Ste. B200 Phoenix, AZ 85007

Proposed Subcontractors

Check “NO” if you WILL NOT subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

☐	NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check “YES” below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

☐	YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
1.	Name	select		
1.	Name	select		
2.	Name	select		
3.	Name	select		
4.	Name	select		
5.	Name	select		
6.	Name	select		
7.	Name	select		
8.	Name	select		
9.	Name	select		

	Request for Proposal **Solicitation No. BPM003541** **Security and Protection Systems - Statewide**	Arizona Department of Administration General Services Division 1400 W Washington St, Ste. B200 Phoenix, AZ 85007

Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than $100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

   ...

5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. *See* A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq*., all offerors must select one of the following:

□ The Company submitting this Offer **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq*. I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317.

□ The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq*.

□ **Exempt Solicitation, Contract, or Contractor.**
Indicate which of the following statements applies to this Contract:

- Solicitation or Contract has an estimated value of less than $100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

Company Name	Signature of Person Authorized to Sign
Address	Printed Name
City State Zip	Title

Request for Proposal

Solicitation No. BPM003541

Security and Protection Systems - Statewide

Arizona Department of Administration
General Services Division
1400 W Washington St., Ste. B200
Phoenix, AZ 85007

Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

Complete this form and return it with your Offer **along with the appropriate supporting information** to assist the State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

Check one of the following – if neither is checked, State will assume that as equivalent to "DOES NOT":

☐	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
☐	This response DOES contain trade secret information because it contains information that: 1. Is a formula, pattern, compilation, program, device, method, technique or process, AND 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.

Offeror Company Name	Signature of Authorized Person
Address	Printed Name
City State Zip	Title

Copy of A.A.C. R2-7-103 [Confidential Information] as was current at time of Solicitation issuance

PROVIDED FOR REFERENCE ONLY

A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.

C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:

1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;

2. The designated information is not confidential; or

3. Additional information is required before a final confidentiality determination can be made.

D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.

E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:

1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or

2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.

- - -

	Request for Proposal **Solicitation No. BPM003541** **Security and Protection Systems - Statewide**	Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007

Conformance Statements

If taking exceptions, the Attachment Supplements must be uploaded as a separate word doc. file titled "Attachment Supplement -"

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.8 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS TO OFFERORS

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

☐ YES – Offeror acknowledges that it has read and understands the Special Instructions to Offerors and Uniform Instructions to Offerors of the Solicitation Documents and attests that its Offer complies.

☐ NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 1**.

CONFORMANCE TO SCOPE OF WORK AND PRICING

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

☐ YES – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both.

☐ NO – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

☐ YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices of the Solicitation Documents and attests that its Offer complies with both.

☐ NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 3**.

Letter of Insurability

The Offeror shall provide a Letter of Insurability from the Insurance Company as a proof that the Offeror currently possesses the required insurance as stated in the Section 6.2 of Special Terms and Conditions or the Offeror is able to obtain the required Minimum Scope and Limits of Insurance should a contract be awarded to them.

The Letter of Insurability (and any additional letters) should be clearly marked as

Attachment - Supplement Insurance

NOTE: If Awarded a Contract, The Offeror shall provide a Certificate of Insurance (e.g. ACORD forms) and associated policy endorsement(s) prior to beginning service(s) under the Contract.

BPM003541 Pricing Document
Security and Protection Systems - Statewide

Offeror:_____

Labor Rates applicable to Installation, Inspection, Replacement, Removal, Maintenance, Repair, and Programming at a minimum
Provide pricing as requested below, additions under Other Miscellaneous allowed

CATEGORY: ACCESS CONTROL SYSTEMS

	LABOR RATES	
	Technician (Hourly)	Programmer/Advanced Technician (Hourly)
Standard Labor Rates All Inclusive (40 Hours or Less per Week)	$	$
Overtime Hours (Over 40 Hours per Week) & Weekend/Holiday Labor Rates	$	$

Please **mark** STATEWIDE or indicate REGION your Company will provide services

____ **Statewide** ____ Region 1 ____ Region 2 ____ Region 3 ____ Region 4

____ Region 5 ____ Region 6 ____ Region 7

OTHER MISCELLANEOUS LABOR COSTS	
Description	Rate per Hour
1	$
2	$
3	$

CATEGORY: INTRUSION SYSTEMS

	LABOR RATES	
	Technician (Hourly)	Programmer/Advanced Technician (Hourly)
Standard Labor Rates All Inclusive (40 Hours or Less per Week)	$	$
Overtime Hours (Over 40 Hours per Week) & Weekend/Holiday Labor Rates	$	$

Please **mark** STATEWIDE or indicate REGION your Company will provide services

____ **Statewide** ____ Region 1 ____ Region 2 ____ Region 3 ____ Region 4

____ Region 5 ____ Region 6 ____ Region 7

OTHER MISCELLANEOUS LABOR COSTS	
Description	Rate per Hour
1	$
2	$
3	$

Additional Serivces	
	Monthly
Monitoring	$

CATEGORY: CLOSED CIRCUIT TELEVISION SYSTEMS (CCTV)

	LABOR RATES	
	Technician (Hourly)	Programmer/Advanced Technician (Hourly)
Standard Labor Rates All Inclusive (40 Hours or Less per Week)	$	$
Overtime Hours (Over 40 Hours per Week) & Weekend/Holiday Labor Rates	$	$

Please **mark** STATEWIDE or indicate REGION your Company will provide services

____ **Statewide** ____ Region 1 ____ Region 2 ____ Region 3 ____ Region 4

____ Region 5 ____ Region 6 ____ Region 7

OTHER MISCELLANEOUS LABOR COSTS	
Description	Rate per Hour
1	$
2	$
3	$

PHOENIX TUCSON

Project Name

City of Flagstaff – City Hall Verkada Security Systems 5 Year License Option

Presented To

CITY OF FLAGSTAFF

Proposal/and Scope of Work

Due Date:
6/27/2023

Respectfully Submitted By:
Curtis Johnson
O: (480) 377 - 0225 Ext:238
M: (602) 397-0688
cjohnson@ctscabling.com
State Contract# CTR056380

Corporate Technology Solutions, LLC
1971 E 5th St., Ste 111
Tempe, AZ 85281
O: 480-377-0225
www.ctscabling.com

SCOPE OF WORK

CTS will provide and install a Verkada fully integrated hardware and software solutions consisting of video surveillance, access control, and alarm systems.

Access Control:
CTS will provide and install access control at (30) locations as identified per the drawings and per the below scope of work. Scope of work door numbers coincide with the drawings. A 5- year Verkada access control license for each door has been included.

Door #1: This location will only be fitted with door contacts and a motion request to exit for monitoring purposes.

Door #2: Existing devices will be reused as the temporary solution until the door opening is replaced. Existing magnetic lock, push to exit, request to exit, and door contacts will be used. Existing card reader will be replaced with a Verkada card reader.

Door #3: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #4: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #5: Existing cylindrical keypad and electrified strike will be reused. Door contact, request to exit, and Verkada card reader will be installed.

Door #6: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #7: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #8: New panic devices with surface mounted vertical rods will be installed over existing devices. One leaf will be electrified, and the second leaf will only have a request to exit. New ADA push buttons, door contacts, and Verkada card reader will be installed. Existing auto operator to remain in place and is assumed to have necessary relay inputs for integration to the access control system.

Door #9: Existing magnetic lock will be removed. Existing electrified strike and request to exit motion will be reused. A Verkada card reader will be installed.

Door #10: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed. Surface mount conduit at this location will be required due to block walls.

Door #11: New panic devices with surface mounted vertical rods will be installed over existing devices. One leaf will be electrified, and the second leaf will only have a request to exit. New door contacts and Verkada card reader will be installed.

Door #12: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #13: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #14: Existing magnetic lock will be removed. Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #15: Existing magnetic lock will be removed. Existing cylindrical lock will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed. Cylindrical lock will need to be changed to a storeroom function lock, not included in this bid.

Door #16: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #17: Existing panic devices will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #18: Existing electrified strike will be reused. A door contact, request to exit, and Verkada card reader will be installed.

Door #19: Existing opening does not currently meet fire code. A new panic device with electrified trim, door contact, request to exit, and Verkada card reader will be installed.

Door #20: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #21: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #22: Existing electrified strike will be reused. A door contact, request to exit, and Verkada card reader will be installed.

Door #23: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #24: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #25: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #26: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #27: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #28: Existing opening does not currently meet fire code. A new panic device with electrified trim, door contact, request to exit, and Verkada card reader will be installed.

Door #29: Existing cylindrical keypad will be left in place. An electrified strike, door contact, request to exit, and Verkada card reader will be installed.

Door #30: New panic devices with surface mounted vertical rods will be installed over existing devices. One leaf will be electrified, and the second leaf will only have a request to exit. New ADA push buttons, door contacts, and Verkada card reader will be installed. Existing auto operator to remain in place and is assumed to have necessary relay inputs for integration to the access control system.

Access Control Cabling:
New access control cables will be routed from each door to the designated IDF where the Verkada controllers will be installed.

IDF:
Multiple IDF locations will be utilized for the Verkada controllers and power supplies. Doors will be grouped based on area and proximity to IDF locations. A network port will be required for each Verkada controller.

Proposal assumes utilizing customers' existing patch panels and network switches. Any additional power requirements needed for the access control power supplies are to be provided by customer.

Programming:
Proposal assumes exporting existing access control database to a CSV file and importing into Verkada. New access levels and user groups will be programmed. Proposal assumed utilizing customers existing credentials.

Video Surveillance:
CTS will provide and install Verkada cameras in (14) locations as identified per the drawings. (5) cameras will be exterior and (9) will be interior. A 5-year Verkada camera license has been included for each camera.

Camera Cabling:
New category 6 cables will be routed from nearest IDF to each camera.

Proposal assumes utilizing customers' existing patch panels and network switches.

Alarm System:
CTS will provide and install a Verkada alarm system for the (5) panic button locations as identified per the drawings. For the panic buttons to be programmed for dispatch to local authorities an alarm panel is required. Included with the alarm system is an alarm console that will be installed locally in a location that is TBD. A 5-year license is required and has been included for the alarm system monitoring services, alarm panel, and alarm console.

Once all devices have been installed, they will be programmed, tested, and confirmed with end user. (8) hours of customer training have been included.

Exclusions/Assumptions:

- Patch panels and switches by end user.
- Fire alarm relays required to be by end user fire alarm provider.
- Patching, painting, or drywall repairs.
- Network ports and parameters by end user.
- 120V by end user.
- Proposal assumes normal work hours (between 5 a.m. and 5 p.m.)
- Permitting Exluded

PROVISIONS

All OSP (outside plant cabling) are estimates only. CTS will verify the actual lengths prior to installation with true tape and provide a credit or cost impact document before the installation.

Any additional work not specified in this scope of work or any additional work request from customer will result in a CTS change order.

Due to the fluctuation and continued increases in costs and shipping, this proposal pricing is good for a period of 30 days unless otherwise noted.

Where material prices fluctuate, CTS reserves the right to adjust pricing if there are changes in material pricing. Written documentation from our suppliers to verify this condition can be provided.

Customer is responsible for any freight charges if the customer requests an expedited time frame.

CTS will require a project schedule showing all times the facility will be available. Including but not limited to, facility events, closures or limitations that may affect continuous work. Without a schedule, there is no way for CTS to commit to an end date for completion. Delays in the schedule will delay the completion date. Any requested overtime to improve the completion date will constitute a change order.

Any schedule changes or project delays due to work areas not being available during the scheduled time, and or any other interruptions outside of CTS control, including but not limited to delay by other trades or customer could result in additional cost to customer. Written notification is required 5 days prior to any schedule changes.

This SOW assumes normal day shift of 8 continuous working hours between 5am and 5 pm, unless otherwise specified and agreed to in writing. Any work outside of this time frame may be subject to additional shift premiums.

This SOW includes one mobilization only. Changes that required additional starts and stops may be subject to additional charges via a change order. This would include, but not limited to, storage, equipment rentals, travel expenses, and other expenses incurred.

This quotation assumes that all existing and new conduits are properly sized with pull string installed and that any new conduits, pathways, wire mold, power poles, core holes, sleeves, and floor boxes, not mentioned in the above scope of work, will be provided and installed by other vendors and will be ready prior to cable installation.

Phone Systems, Network Devices, Active Equipment are not included, unless otherwise stated in the scope of work.

Any other Control Components are NOT included in this proposal as directed, unless otherwise specified. It is the assumption that the owner will provide its own system to perform the functions as needed.

Patch Cords are not included unless otherwise stated in the scope of work.

All Contracts and/or Purchase Orders will be subject to monthly progress billings.

Retention dollars are to be paid within 60 days after the completion of our original scope of work, regardless of the total job completion.

Any project valued at $2500 or above is subject to a pre-lien.

Effective Jan 1, 2015, customer is responsible for supplying CTS with Arizona Transaction Privilege Tax Exemption Form (TPT 5000) or Prime Contractor's Certificate (TPT 5005) as applicable.

Credit card payments shall be assessed a 3.5% convenience fee.

COSTS	
Materials	144,185.00
Labor	27,366.00
Misc	
Sub Total	171,551.00
Tax Rate	9.181%
Material Tax	13237.62
Labor Tax	0.00
Total	**184,788.62**

PRODUCT	PART NUMBER	DESCRIPTION	UOM	QTY
Windy City	556600	Cat6 Plenum White	LF	2,000
Windy City	7' Path Cable	7' Patch Cables Cat6	EA	1
Windy City	NJ446100	4 element Cable CMP	LF	6,000
Windy City	2204P-WHT	22-4 UNSHIELDED STRANDED PLENUM	LF	500
Leviton	47613-EZC	RJ45 Connector (50 pack)	EA	1
ADEMCO	ODC59A	OVERHEAD DOOR MAGNETIC CONTACT	EA	3
GRI	180-RS-12	Door Contact	EA	36
Verkada	CD52-256-HW	Indoorm Dome Camera 5MP	EA	8
Verkada	CF81-30E-HW	Fisheye Camera 30 Days	EA	1
Verkada	CD62-30E-HW	4k Dome Camera 30 Days	EA	5
Verkada	ACC-MNT-3	L Mount Bracket	EA	5
Verkada	LIC-5Y	5 Year Camera License	EA	14
Verkada	AD-32HW	Card Reader	EA	30
Verkada	LIC-AC-5Y	5 Year Door License	EA	30
HES	8300C	Electrified Strike	EA	12
HES	5200C	Electrified Strike	EA	5
HES	9400	Electrified Rim Strike	EA	1
Bosch	DS160	Motion Request to Exit	EA	23
Von Duprin	99EO-626	Rim Exit Device	EA	2
Von Duprin	M996L-RV-626-06-LHR	Motor R&V Lever Trim	EA	2
Von Duprin	050251-00	RX Swtich Kit	EA	2
GMS	R118SC26DA2	Rim Cylinder	EA	2
CMA	ETH8W4545-626 CH-BB79	Transfer Hinge	EA	2
Von Duprin	RX-QEL-9927-NL-F-643E-36	Electrified SVR Exit only with RX	EA	3
Von Duprin	RX-9927EO-F-643E-36-LHR	SVR Exit only with RX	EA	3
Keedex	KL38B	Door Loop	EA	6
GMS	R118SC10BA2	Rim Cylinder	EA	3
BEA	10PBS1	Push Plate	EA	4
BEA	10BOX475SQSM	Push Plate Surface Mount Box	EA	4
BEA	10TD433PB9V	RF Transmitter 433 Mhz	EA	4
BEA	10RD433	Wireless 433 Mhz Receiver	EA	4
BEA	10BR3X	Programmable 3 relay logic module	EA	2
Verakada	BC51-HW	Alarm Console	EA	1
Ademco	Husk-20	Panic Button	EA	5
CTS	CTS	Labor to remove existing devices/equipment	EA	1
CTS	CTS	Misc. Connectors/Mounting Hardware	EA	1
Consumables	CTS	Velcro, tape, labels, jet line, etc	EA	1
Tamarco	2" J-Hook Clip-on	2" J-Hook Clip-on Comfort Cradle	EA	125
Tamarco	3' hanger	solid hanger w/shot	EA	125
INTERSTATATE BAT	SEC1075	12V 7AH BATTERY	EA	15

Verkada	AC41-HW	4 Door Controller	EA	7
Verkada	AC62-HW	16 Door Controller	EA	1
Verkada	AC-BAT-4AH	4AH Batter for AC41	EA	7
Verkada	AC-BAT-18AH	18 AH Batter for AC62	EA	1
Verkada	BP41-HW	Alarm Panel	EA	1
Verkada	LIC-BA-5Y	5 Year Alarm License per site	EA	1
Verkada	LIC-BC-5Y	5 Year Alarm Console License	EA	1
Verkada	LIC-BP-5Y	5 Year Alarm Panel License	EA	1
LSP	FPO75/150-C4D8E1	300W, 4 Door Access Dual Voltage	EA	1
LSP	FPO150/150-C8D8E2	300W, 8 Door Access Dual Voltage	EA	3
LSP	FPO150/250-2C82D8E4	400W, 16 Door Access Dual Voltage	EA	1
CTS	CTS	Panduit Lay In for IDF's	EA	1
Labor Only	CTS	Labor to program and test	EA	1
Labor Only	CTS	Project Management Hours	EA	1
Labor Only	CTS	Owner Training	EA	1
CTS	CTS	Travel Expenses	EA	1

Payment Terms: Net 30 (Monthly Project Billing Applies)

Material: FOB – Project Site

Print Name: _____

Accepted by: _____

Title: _____

Date: _____

P.O. # _____

Billing Address: _____

Request for Proposal

Solicitation No. BPM003541

Security and Protection Systems - Statewide

Arizona Department of Administration
General Services Division
1400 W. Washington St., Ste. B200
Phoenix, AZ 85007

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Security and Protection Systems - Statewide in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	6/9/21	Curtis Johnson		
	Date	Signature		
Revised Offers:				
	Date	Signature	Date	Signature
	Date	Signature	Date	Signature
Best and Final Offer:				
	Date	Signature		

Corporate Technology Solutions, LLC
Offeror company name

Curtis Johnson
Signature of person ~~authorized to sign Offer~~

1971 E 5th St., Ste 111
Address

Curtis Johnson – Security Division Mgr
Printed name and title

Tempe AZ 85281
City | State | ZIP

Curtis Johnson – Security Division Mgr
Contact name and title

27-0884582
Federal tax identifier (EIN or SSN)

480-377-0225 x238
Contact phone (office)

602-397-0688
Contact phone (mobile)

Cjohnson@ctscabling.com
Contact Email Address

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. § 41 – 1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; ad
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from the Procurement Officer.

State's Contract Number is: CTR056380 **Contract Effective Date:** July 28, 2021

Crista Clevenger 7/23/2021 Crista Clevenger, Procurement Manager

Procurement Officer Signature | Award Date | Procurement Officer Name | Title

Notice Page

1.0 What the State Is Soliciting

The Arizona Department of Administration, General Services Division, its Agencies, Boards and Commissions (the State), as well as Cooperative Members, as authorized under A.R.S.§ 41-2501 is seeking proposals from qualified contractors to provide services, equipment and materials on an as-needed basis for Access Control Systems, Intrusion Systems, and Closed Circuit Television (CCTV).

The State anticipates awarding multiple Contracts to begin providing services by a target date of July 28, 2021.

The Special Terms and Conditions provide a more detailed definition of Eligible Agencies.

List of all state agencies is available at: https://azdirect.az.gov/agencies

Active Co-Op Members List is available at: https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative .

OFFERORS SHOULD READ THE ENTIRE SOLICITATION CAREFULLY.

2.0 How and When Proposals Are Due

PROPOSAL DUE DATE AND TIME: Wednesday, June 9, 2021 at 2:00 PM Arizona Time

Proposals will only be accepted **online in "The State's e-Procurement System" at https://app.az.gov until the "Bid/Offer Due Date" indicated in "The State's e-Procurement System" for the Solicitation No. shown at the top of this page**. Proposals must be in the States possession online no later than the deadline indicated.

Submit technical inquiries about navigating and/or submitting proposals in the State's e-Procurement System to the State's e-Procurement System Help Desk:

- by phone at (602) 542-7600, option2; or
- by email to app@azdoa.gov

LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in "The State's e-Procurement System".

3.0 Pre-Offer Conference

The State **WILL NOT** conduct a Pre-Offer Conference for this Solicitation.

4.0 Inquiries

Any question related to this Request for Proposal shall be submitted utilizing the State's "**Discussions with Buyer**" Tab in the e-procurement system. The Offeror shall not contact or ask questions of the department for which the requirement is being procured.

Table of Contents

Solicitation Summary 2
Scope of Work 4
Pricing Document 10
Special Terms and Conditions 14
Uniform Terms and Conditions 40

Solicitation Summary

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1.0 Introduction

The Arizona Department of Administration, General Services Division (hereinafter referred to as the "State") invites proposals from qualified Contractors to provide all services, equipment and materials for Access Control Systems, Intrusion Systems, and Closed Circuit Television (CCTV) for an eligible agency on an as-needed basis.

The State is seeking to establish one or more “statewide” contracts with qualified Contractors to begin providing services by a target date of July 28, 2021

2.0 Purpose and Background

The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statues (A.R.S.) §41-2501 to create a contract(s) from which the State and its Cooperative Members (hereinafter referred to as Eligible Agencies) may acquire these products and services.

3.0 Definitions

Actual Parts Manufacturer - A manufacturer of equipment parts supplied direct to original equipment manufacturers for incorporating into the production equipment and/or resale as replacement parts. The original equipment manufacturer is the actual parts manufacturer for those parts produced solely by it.

Consumable Products – Products that are depleted or degraded while directly performing the services required by this contract.

Drive Time – An hourly labor rate paid to compensate the primary worker along with any additional helpers for their time spent traveling between the Contractor’s facility and the service location.

Emergency Repair – This is a priority designator that places this project above all others. A project with an “emergency” designator is to be given necessary resources until completed.

Facilities Maintenance Coordinator (FMC) – The individual responsible for the department surveillance of the work in accordance with the contract. The FMC communicates with the Contractor on needed services and repairs. The FMC will participate in periodic quality inspections. The FMC will contact the Contractor to request a repair or service.

Helper – If necessary, additional workers may be used to complete a project. Helpers have separate line items for their labor rates.

Original Equipment Manufacturer – The manufacturer of the complete production equipment whether assembled from parts of its own manufacturer or from parts or components furnished by other manufacturers or a combination of both.

Preventive Maintenance (PM) – That service performed by the Contractor on a scheduled basis, which is designed to keep the equipment/systems in proper operating condition. It includes a verification of proper tolerances (tightness, fluid levels, voltages, etc.), and adjustments or other actions as necessary and appropriate in accordance with the manufacturer’s maintenance specifications and as authorized in the work order.

Rework – To work again or to work again an additional time.

Trip Charge – A fee paid to compensate the Contractor for the distance (per mile) traveled by its employees for round trips greater than 50 miles from the Contractor's facility to the service location.

Quality Control – Those actions taken by the Contractor to control the production of services so that they meet the requirements of the contract.

Quality Control Inspection (QC) – Those actions taken by FMC to check maintenance and repair services to determine if they meet contract requirements.

4.0 General Requirements

4.1 Contractor(s) may be required to ensure that the facilities are in compliance with all existing standards, codes, rules and regulations.

4.2 Contractor(s) are encouraged to offer any additional services their company provides and must indicate those services in their proposal.

4.3 Contractor(s) must ensure all equipment is compatible to the best industrial standards and must function as designed after installation.

4.4 All necessary wiring, fasteners, fittings, hardware, anchors, or other necessary miscellaneous items, except specialty equipment, to successfully provide the services required herein shall be provided by the Contractor(s) at no additional cost to the Eligible Agency.

4.5 Contractor(s) must designate a single point of contact to be the liaison for state information technology staff to handle the day to day operations.

4.6 Contractor(s) may not apply surcharges for transportation, fuel, energy, insurance or any other reason throughout the duration of the contract(s).

4.7 Contractor(s) must guarantee workmanship at Contractors' expense for a period of twelve (12) months from the date of installation.

4.8 Work shall be performed in accordance with manufactures' recommendations and with all current local codes, regulations, and installation guidelines.

4.9 The awarded Contractor(s) may be required to do some work after normal business hours; however, it is anticipated that most work will be completed during normal business hours.

4.10 Once the Contractor has possession of the equipment to be installed, the responsibility of all equipment, including storage during installation work, shall be at the awarded Contractors expense when storage space is unavailable at the jobsite.

4.11 Contractor(s) staff is responsible for performing a standard site walk-through.

4.12 Contractor(s) shall provide competent personnel able to perform the specific scope of work required.

4.12.1 Due to the nature of these scopes of work and the liability involved, each Eligible Agency will have the final determination of competency in all matters regarding personnel provided by the Contractor.

5.0 Maintenance and Repair of All Systems and Response Times, (including Emergency Repair) Unless previously agreed upon by eligible agency:

5.1 Normal Response to trouble calls within 8 hours, including weekends and holidays.

5.1.1 Rural Area Normal Response to trouble calls within 8 hours, including weekends and holidays.

5.2 Emergency Response to trouble calls within 2 hours, including weekends and holidays.

5.2.1 Rural Area Emergency Response to trouble calls within 4 hours, including weekends and holidays.

5.3 Repair Technicians must carry adequate hardware inventory to replace, repair, and/or maintain each system at the dispatched location.

5.3.1 Contractor(s) will be responsible for any additional expenses and mileage resulting from inadequate hardware inventory to replace, repairs, and/or maintain each system.

5.4 Repair Technicians must be prepared to provide an immediate replacement for defective equipment and **shall not** remove a defective unit without an immediate replacement.

5.5 Replacement and repair of equipment must be provided at a specific location, or within an assigned geographical area inside a location.

6.0 Access Control Systems – Category 1

The Access Control Systems category includes all aspects of Access Control System Services, including but not limited to the following services:

6.1 Consulting;

6.2 Inspection as required by the using eligible agency;

6.3 Installation of new systems;

6.4 Replacement or upgrade of existing systems;

6.5 Removal of existing systems;

6.6 Integration of various types of systems;

6.7 Provide and install all related equipment and miscellaneous items such as wire, fasteners, hardware, etc. that may be needed to compete the scope of work;

6.8 Provide programming and work individually with eligible agencies information technology staff when installing new or maintaining previously installed systems; and

6.9 Contractor(s) must possess the ability to provide individual access codes and provide all access codes and access procedures to the eligible agency.

7.0 Intrusion Systems – Category 2

The Intrusion Systems category includes all aspects Intrusion System Services, including but not limited to the following services:

7.1 Consulting;

7.2 System Monitoring:

7.2.1 Provide a 24-hour UL Listed Station

7.2.2 Provide Backup communication if requested by eligible agencies, i.e. radio or cell phone

7.3 Inspections as required by the eligible agency;

7.4 Installation of new systems;

7.5 Replacement or upgrade of existing systems;

7.6 Removal of existing systems;

7.7 Integration of various types of systems;

7.8 Provide and install all related equipment and miscellaneous items such as wire, fasteners, hardware, etc. that may be needed to complete the scope of work;

7.9 The work provided within this section includes a complexity of various single zone and multi-zoned systems, including circuit boards, communication devices, phone lines, system wiring, power supply, and batteries installed with or without panic buttons, motion detectors, door sensors, window sensors, glass-break sensors, key pads, and various notification devices (horns, strobes, etc.);

7.10 Existing systems must be matched in any new additions or new construction. During renovations, the system in the renovated area being replaced must match the system that is currently in operation and must become an integral part thereof. Contract must ensure complete connectivity and integration to each existing system in those instances where an addition or upgrade is warranted.

7.11 The Contractor(s) must designate a project manager as the single point of contact who must be certified to program all alarm systems in use throughout eligible agency facilities.

7.12 The Contractor(s) must possess the ability to provide individual access codes and provide all access codes and access procedures to the eligible agency.

8.0 Closed Circuit Television Systems (CCTV) – Category 3

The CCTV category includes all aspects of CCTV Services, Including but not limited to the following services:

8.1 Consulting

8.2 Inspection as required by the using eligible agency

8.3 Installation of new systems;

8.4 Replacement or upgrade of existing systems;

8.5 Removal of existing systems;

8.6 Integration of various types of systems;

8.7 Provide and install all related equipment and miscellaneous items such as wire, fasteners, hardware, etc. that may be needed to complete the scope of work;

8.8 Provide the option to use CCTV video cards for video surveillance;

8.8.1 Video cards must have the capability to handle from four (4) to twenty-four (24) cameras in the system;

8.8.2 Contractor must offer video cards with various capacity sizes to meet all potential needs;

8.8.3 All cameras used in an installation must be matched to work with the video card selected by the eligible agency.

8.9 Provide the option to utilize Digital Video Recording Equipment (DVR), Network Video Recording Equipment (NVR), and/or Gateway and Hosted Video Equipment;

8.10 Provide the option for eligible agencies to build their own stand-alone computer to run the system, or request that the Contractor build it for them; and

8.11 Offer a wide variety of indoor and outdoor cameras and wireless transmitters to work in conjunction with video cards.

9.0 Agreements

9.1 Contractor(s) shall not require Eligible Agencies to sign any additional or separate agreements subordinate to the resulting contract.

9.2 Contractor(s) shall provide separate quotes within 48 hours of request, unless otherwise agreed upon by the eligible agency, for each new or replacement installation as required by the eligible agency

9.2.1 Quotes should offer price difference for lease vs. purchase options as requested by eligible agency.

9.3 Eligible Agencies may have proprietary equipment. It is Contractor(s) responsibility to work with or notify the eligible agency regarding maintenance and repair of proprietary equipment.

10.0 Background Checks

10.1 Contractors employees assigned to the contract may be required to submit to and pass background checks.

10.1.1 All costs associated with background checks shall be at the contractor's expense.

10.2 It is the Contractor's responsibility to ensure the following;

10.2.1 Contractor(s) may not begin work on the contract until clearance has been issued by the eligible agency; and

10.2.2 Notification and access to eligible agency will be pre-authorized by the eligible agency.

11.0 Public Works Projects

11.1 Any projects that are federally funded may be subject to the requirements of Davis-Bacon Act and/or the Davis-Bacon Wage Decision.

11.1.1 Labor prices for affect projects may be negotiated between the eligible agency and the contractor, provided the contractor provides adequate documentation for any negotiated increase.

11.1.1.1 Documentation shall include payroll records, copies of wage decisions, and/or other information that establishes a clear difference between the

contractor's standard wage and the prevailing Davis-Bacon wage for any affected employee for that project.

11.1.1.2 Under no circumstances will that price be increased by an amount higher than the difference between the normal hourly rate and the hourly rate required by the applicable Davis-Bacon Wage Decision.

11.2 Contractor(s) must include in job quotes the standard business hours and prevailing wage rate for the job location. Quotes should include shift differential, if any, for working nights and weekends.

11.3 Jobsites must be cleaned every day.

11.4 Contractor(s) must complete any punch lists within five days of receipt. Exceptions to this standard may be addressed on an individual project basis.

12.0 Standard of Performance and Acceptance

12.1 The Standard of Performance applies to all product(s) purchased under a resultant contract, including any additional, replacement or substitute product(s), as well as any product(s) which are modified by or with the written approval of the Contractor and after acceptance by the eligible agency.

12.2 The Acceptance Testing period shall be seven (7) calendar days, or any other time period previously agreed upon, beginning with the day after the product is installed and certification is received that the product is ready for Acceptance Testing.

12.3 If the product does not meet the Standard of Performance during the initial period of Acceptance Testing, the eligible agency may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met.

12.4 Upon rejection, the contractor will have three (3) days to cure and Standard of Performance issue(s).

12.5 If, after the cure period, the product still has not met the Standard of Performance, the eligible agency may, at its option;

12.5.1 Declare the contractor to be in breach and terminate the order;

12.5.2 Demand a replacement product from the contractor at no additional cost to the eligible agency; or

12.5.3 Continue the cure period for an additional time period agreed upon by the eligible agency and the contractor.

12.6 Contractor(s) shall pay all costs related to the preparation and shipping of returned products;

12.7 No product shall be accepted and no charges shall be paid until the Standard of Performance is met; and

12.8 The Warranty Period will begin upon approval by the eligible agency.

Pricing Document

1.0 Compensation

1.1 COMPENSATION METHOD

Contractor will be compensated based on the final detailed written quote approved by the Customer. Pricing shall not exceed the labor rates indicated on the Pricing Document.

2.0 Pricing

2.1 CONTRACTOR'S BEST PRICING. Supplier warrants that, for the term of the Contract, the prices and discounts set out in Exhibit A_PRICING – Security and Protections Systems - Statewide, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment and materials.

2.1.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.1.2 If Contractor's Best Pricing for equivalent services, items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

2.2 PRICING-ALL-INCLUSIVE:

2.2.1 Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

2.3 PRICE INCREASES:

2.3.1 The State may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

(a) Initial Contract prices will be honored for one year after award of Contract.

(b) All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

(c) All price adjustments will be implemented by a formal contract amendment. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

2.4 PRICE REDUCTIONS:

2.4.1 Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

2.5 ADDITIONAL CHARGES:

2.5.1 Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.

2.6 TRAVEL.

2.6.1 Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at https://gao.az.gov/travel . The Eligible Entity / Customer shall reject any claim for travel reimbursement without prior written approval.

3.0 Funding

No particular funding considerations apart from paragraph 4.4 [*Availability of Funds for the Next State fiscal year*] and 4.5 [*Availability of Funds for the current State fiscal year*] of the Uniform Terms and Conditions have been identified as of the Solicitation date.

4.0 Invoicing

4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Entity/Customer (e.g. Eligible Agency or Co-Op Buyer) at the address indicated on the applicable Order document or by utilizing the Buying Entity's purchasing tool/process.

4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the State's e-Procurement System PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract line item number	●
Contract line item description	●
Quantity delivered or performed	●
Line item unit of measure	●

Item price	●
Extended pricing	●
Discount off list or catalog	●
Taxes *(as a separate invoice line item)*	●
Trip fee (if applicable)	●
Travel (if applicable)	●
Total invoice amount due	●

4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:

1. Materials or Services that have not been authorized on an acknowledged Order;
2. Expediting, overtime, premiums, trip fee, travel, or upcharges absent State's express prior approval; or
3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed.

4.4 PRE-INVOICE REVIEW. Shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.

4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process provided or required by the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.

4.6.1 The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.

4.6.2 Invoices will be deemed automatically rejected upon delivery if they:

(a) are sent to an incorrect address;

(b) do not reference the correct State contract number; or

(c) are payable to any Person other than the Contractor.

4.6.3 The ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

5.0 Payments

5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions

5.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

5.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.

5.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.

5.5 PURCHASING CARD. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.

5.6 AUTOMATED CLEARING HOUSE. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

https://gao.az.gov/afis/vendor-information

6.0 Exhibits to the Pricing Document

Excel Pricing Spreadsheet attached as a separate document

End of Section Pricing Document

Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1 Acceptance

"Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.

1.2 Accepted Offer

If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.

If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.

If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.

1.3 Arizona Procurement Code; A.R.S.; A.A.C.

"Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.

1.4 Arizona TPT

"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at:

https://www.azdor.gov/business/transactionprivilegetax.aspx.

1.5 Attachment

"Attachment" means any item that:

1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);
2. was attached to an Offer when submitted; and
3. was included in the Accepted Offer.

1.6 Pricing Document

"Pricing Document" means Pricing Specifications the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.

1.7 Contract Amendment

"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution.

1.8 Contract Terms and Conditions

"Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.

1.9 Contractor

"Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.

1.10 Contractor Indemnitor

"Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.

1.11 Co-Op Buyer

"Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also

available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.12 Eligible Agency

If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

1.13 Indemnified Basic Claims

"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.

1.14 Instructions to Offerors

"Instructions to Offerors" is Instructions to Offerors of the Solicitation Documents.

1.15 Order

"Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":

1. "Release" or "Release Purchase Order" in The State's e-Procurement System;
2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in The State's e-Procurement System; or
3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.

1.16 The State's e-Procurement System

"The State's e-Procurement System" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, The State's e-Procurement System – The Official State eProcurement System*.

NOTE (1): Technical Bulletin No. 020 is available online at:

https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations

1.17 State

With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.

1.18 State Indemnitees

"State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.19 Subcontractor

"Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "… a person who contracts to perform work or render service to … [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . ."The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.

1.20 Work

"Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

2.1 Usage

Where the Contract:

1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a

reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;

2. uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [*Definitions*]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [*Definitions*]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;
5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.2 Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

(a) Contract Amendments;
(b) the final Solicitation Documents, in the order:
  (1) Special Terms and Conditions;
  (2) Exhibits to the Special Terms and Conditions;
  (3) Uniform Terms and Conditions;
  (4) Scope of Work;
  (5) Exhibits to the Scope of Work;
  (6) Pricing Document;
  (7) Exhibits to the Pricing Document;
  (8) Specifications; and
  (9) any other documents referenced or included in the Solicitation;
(c) Orders, in reverse chronological order; and
(d) Accepted Offer.

ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation

Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

2.3 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.4 Complete Integration

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Offer and Acceptance and continue for **twelve (12) months unless cancelled, terminated, or permissibly extended**.

3.2 Contract Extensions

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

3.3 Notices and Correspondence

3.3.1 TO CONTRACTOR. State shall:

(a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding The State's e-Procurement System Vendor Profile; and

(b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 TO STATE. Contractor shall :

(a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the State's e-Procurement System Summary for State; and

(b) address any required notices to State to Procurement Officer identified as "Purchaser" in the State's e-Procurement System Summary at the following mailing address:

Arizona Department of Administration
General Services Division
1400 W. Washington Street, Suite B200
Phoenix, AZ 85007

3.3.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

3.4 Signing of Contract Amendments

Contractor's counter-signature – or "approval" in The State's e-Procurement System, in the case of an amendment – is not required to give effect if the Contract Amendment only covers either:

1. extension of the term of the Contract within the maximum aggregate term;
2. revision to Procurement Officer appointment or contact information; or
3. modification of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in *(1)*, *(2)*, and *(3)* above, both parties' signature – or "approval" in The State's e-Procurement System, in the case of an Amendment – are required to give it effect.

3.5 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6 Books and Records

3.6.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.8 Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.9 Ownership of Intellectual Property

3.9.1 RIGHTS IN WORK PRODUCT. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

(a) "Government Purpose Rights" are:

i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

ii. the right to release or disclose that work product to third parties for any State

government purpose; and

iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

(b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.9.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

(a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;

(b) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and

(c) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.

3.10 Subcontracts

3.10.1 INITIAL LIST. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment 5 to the Accepted Offer [*Proposed Subcontractors*]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 5 at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case *(a)* or *(b)*, Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.10.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.11 Offshore Performance of Certain Work Prohibited

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph

does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.12 Orders

3.12.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.

3.12.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.

3.12.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in The State's e-Procurement System as something other than a "Master/ Blanket" type.

3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.13 Provisions for Statewide Contracts:
- **Co-Op Usage**
- **Eligible Agencies**
- **Quarterly Reporting**

The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.

Co-Op Usage

1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

   https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative

2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation,

payment procedures, and other details are provided on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

4. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

Eligible Agencies – Orders

Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either:

(a) "Approving" the Order electronically in The State's e-Procurement System, which will indicate Contractor's unqualified acceptance of the Order as-issued; or,

(b) "Rejecting" the Order electronically in The State's e-Procurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 (Orders are Obligatory).

Unless and until Contractor has approved the Order in the State's e-Procurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically In The State's e-Procurement System within three (3) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in The State's e-Procurement System and if it does so the rejection will be void.

Quarterly Usage Reports

Contractor shall submit to State a *Quarterly Usage Report* documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted, even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

3.14 Multiple-Use Provisions

Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in The State's e-Procurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.
2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.
3. As described in *(2)* above but requesting the proposal from both Contractor and other

vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.

4. As described in *(3)* above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under *(3)* and *(4)* above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

3.15 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

3.16 Work on State Premises

3.16.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.16.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*].

4.0 Costs and Payments

4.1 Payments

4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statues Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State's e-Procurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

4.2 Applicable Taxes

4.2.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2 TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5.0 Contract Changes

5.1 Contract Amendments

The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

5.2 Assignment and Delegation

5.2.1 IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 IN PART. Subject to paragraph 3.10 [*Subcontracts*] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Contractor Insurance

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase

additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage personal injury and broad form contractual liability coverage

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Damage to Rented Premises	$ 50,000
Each Occurrence	$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation……	Statutory
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor/Independent Contractor).

4. Professional Liability (Errors and Omissions Liability)

Each Claim	$ 2,000,000

Annual Aggregate	$ 2,000,000

a. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than $500,000.

SAM coverage is required only if Contractor's services involve working with, or caring for, children and/or vulnerable adults ("Vulnerable Adults" means physically and developmentally disabled adults or inmates that are in the care, custody, and control of the State of Arizona).

b. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the Policy shall precede the effective date of this Contract; and, either continuous coverage will be maintained or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

c. The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

5. Technology Errors & Omissions Insurance – *Required as applicable to the services provided*.

Each Claim	$ 2,000,000
Annual Aggregate	$ 2,000,000

a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed progrms under this contract.

b. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

c. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period willb e exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

d. Technology Errors and Omissions insurance coverage shall only be required from each Contractor or subcontractor who is providing one of the following Training Delivery Formats:

1. Computer Based training (CBT) and/or
2. E-Learning (E).

6. Network Security (Cyber) and Privacy Liability – *Required as applicable to the services provided*.

Each Claim	$ 2,000,000
Annual Aggregate	$ 2,000,000

a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

b. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery

period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.

d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its department, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

e. Network Security (Cyber) and Privacy Liability coverage shall only be required from each Contractor or subcontractor who is providing one of the following Training Delivery Formats:

1. Computer Based training (CBT) and/or
2. E-Learning (E).

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 E
2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to State Procurement Office.

ACCEPTABILITY OF INSURERS: Contractor's Insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to , commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All such certificates required by this Contract shall be sent directly to the Arizona State Procurement Office. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any

time.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

APPROVAL and MODIFICATIONS: The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of self-insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6.3 Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgement costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.4 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

6.5 Force Majeure

6.5.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.66 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

6.6 Third Party Antitrust Violations

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

7.0 Warranties

7.1 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

7.2 Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.3 Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.4 Licenses and Permits

Contractor warrants that it will maintain all licenses required under paragraph 3.7 [*Contractor Licenses*] and all required permits valid and in force.

7.5 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [*Assignment and* Delegation] that expressly recognizes the event.

7.6 Performance in Public Health Emergency

Contractor warrants that it will:

1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

7.7 Lobbying

7.7.1 PROHIBITION.

(a) Contractor warrants that:

i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and

ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) Contractor shall implement and maintain adequate controls to assure compliance with *(a)* above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.7.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.8 Survival of Warranties

All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

10.1 Claim Resolution

Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.

10.2 Mandatory Arbitration

In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

11.0 General Provisions for Materials

11.1 Applicability

Article 11 applies to the extent the Work is or includes Materials.

11.2 Off-Contract Materials

Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders, State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, n either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.

11.3 Compensation for Late Deliveries

Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them

11.4 Indicate Shipping Costs on Order

Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one)

11.5 Current Products

Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract

11.6 Maintain Comprehensive Selection

Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.

11.7 Additional Products

State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of *(b)* typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products

11.8 Discounted

If a product or groups of products covered by the Contract are discontinued by the manufacturer,

Products

Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones.

11.9 Forced Substitutes

Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.

11.10 Recalls

In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall

11.11 Delivery

11.11.1 PRICING. Unless stated otherwise in the Commercial Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.o.b. Origin, Contractor's Facility" under FAR 52.247-30

11.12 Delivery Time

11.11.2 LIABILITY. Unless stated otherwise in the Commercial Document or an Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under FAR 52.247-35.

11.13 Delivery Locations

11.11.3 PAYMENT. Unless stated otherwise in the Commercial Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately

Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and
4. if the Contract is for unrestricted statewide use, then:
    i. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;

b) If a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,

c) if the Commercial Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

11.14 Conditions at Delivery Location

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions

11.15 Materials

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16 Acceptance

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials

11.17 Correcting Defects

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.
3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.18 Returns

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within thirty (30) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have

Order Cancellations

those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus one (1) additional business day
2. reimburse Contractor for:
   (a) its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day;
   (b) the cost of any obligations it incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day that demonstrably cannot be canceled, or that have pre-established cancelation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and,
3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice.

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant

11.19 Product Safety

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup

11.20 Hazardous Materials

12.0 General Provisions for Services

12.1 Applicability

Article 12 applies to the extent the Work is or includes Services.

12.2 Comprehensive Services Offering

Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.

12.3 Additional Services

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good

faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

12.4 Off-Contract Services

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

12.5 Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

12.6 Transitions

During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition. State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

12.7 Accuracy of Work

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

12.8 Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

12.9 Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

12.10 Corrective Action Required

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

13.0 Data and Information Handling

13.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information", January 3, 2017*; and
2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P* 2180*.1 GSA Rules of Behavior for Handling Personally Identifiable*

Information.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

https://dpcld.defense.gov/Privacy/Authorities-and-Guidance/

NOTE (2): For convenience of reference only, the GSA directive is available at:

http://www.gsa.gov/portal/directive/d0/content/658222

13.4 Protected Health Information

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in *(1)* above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in *(1)* above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

14.0 Information Technology Work

14.1 Applicability

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. § 41-3501(6) 6: " . . . computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

14.2 Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

14.3 Information Access

14.3.1 SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.

14.3.2 INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

14.3.3 ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the

custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

14.4 Pass-Through Indemnity

14.4.1 INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.

14.4.2 NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

(a) State reserves the right to elect to participate in the action at its own expense;

(b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and

(c) State shall in any case cooperate in the defense and any related settlement negotiations.

14.5 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6 Redress of Infringement.

14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:

(a) replace any infringing items with non-infringing ones;

(b) obtain for State the right to continue using the infringing items; or

(c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

(a) for any software created for State under the Contract, the amount State paid to Contactor for creating it;

(b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and

(c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on

any of the following by a State Indemnitee:

(a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;

(b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or

(c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7 First Party Liability Limitation

14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of $1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:

(a) Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;

(b) claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or

(c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.7.3 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.

14.7.4 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

14.8 Information Technology Warranty

14.8.1 SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

(a) modified or altered by anyone not authorized by Contractor to do so;

(b) maintained in a way inconsistent to any applicable manufacturer recommendations; or

(c) operated in a manner not within its intended use or environment.

14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

(a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

(b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable

information, or prevent products from performing as required by the Contract; and

(c) it will provide a new or clean install of any COTS software that State has reason to believes contains harmful code.

14.8.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the forgoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10 Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

14.11 Cloud Applications

The following are required for Contractor of any "cloud" solution that hosts State data outside of the State's network, or transmits and/or receives State data.

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: https://aset.az.gov/resources/policies-standards-and-procedures, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.
2. State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
3. Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

End of Section Special Terms and Conditions

Uniform Terms and Conditions

Version: 9 (7/1/2013)

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1	**Attachment**	"Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.
1.2	**Contract**	"Contract" " means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
1.3	**Contract Amendment**	"Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
1.4	**Contractor**	"Contractor" means any Person who has a Contract with the State.
1.5	**Days**	"Days" means calendar days unless otherwise specified.
1.6	**Exhibit**	"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
1.7	**Gratuity**	"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
1.8	**Materials**	"Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
1.9	**Procurement Officer**	"Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
1.10	**Services**	"Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "… the furnishing of labor, time, or effort by [the] [C]ontractor or [S}ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.8.
1.11	**State**	"State" means the State of Arizona and Department or Agency of the State that executes the Contract.
1.12	**State Fiscal Year**	"State Fiscal Year" means the period beginning with July 1 and ending June 30.
1.13	**Subcontract**	"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

2.0 Contract Interpretation

2.1	**Arizona Law**	The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
2.2	**Implied Terms**	Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
2.3	**Contract Order of Precedence**	In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below: 2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4 Relationship of Parties The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Contract Administration and Operation

3.1 Records Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor

shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9 Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4.0 Costs and Payments

4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law

4.4 Availability of Funds

Funds may not presently be available for performance under this Contract beyond the current

	for the Next State fiscal year	state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
4.5	**Availability of Funds for the current State fiscal year**	Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions: 4.5.1. Accept a decrease in price offered by the contractor; 4.5.2. Cancel the Contract; or 4.5.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

5.1	**Amendments**	This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
5.2	**Subcontracts**	The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
5.3	**Assignment and Delegation**	The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6.0 Risk and Liability

6.1	**Risk of Loss**	The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
6.2	**Indemnification**	6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence. 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
6.3	**Indemnification – Patent and Copyright**	The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
6.4	**Force Majeure**	6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this

Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall **not** include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance with Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8.0 State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a

representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 Contract Claims

10.1 Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 Arbitration

11.1 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12.0 Comments Welcome

12.1 Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

End of Section Uniform Terms and Conditions

Request for Proposal

Solicitation No. BPM003541

Security and Protection Systems - Statewide

Arizona Department of Administration
General Services Division
1400 W. Washington St., Ste. B200
Phoenix, AZ 85007

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Security and Protection Systems - Statewide in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:				
	Date	Signature		
Revised Offers:				
	Date	Signature	Date	Signature
	Date	Signature	Date	Signature
Best and Final Offer:				
	Date	Signature		

Offeror company name	Signature of person authorized to sign Offer
Address	Printed name and title
City | State | ZIP	Contact name and title
Federal tax identifier (EIN or SSN)	Contact phone (office) Contact phone (mobile)
Contact Email Address	

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. § 41−1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; ad
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from the Procurement Officer.

State's Contract Number is: _____ **Contract Effective Date:** _____

Procurement Officer Signature	Award Date	Procurement Officer Name	Title

Request for Proposal

Solicitation No. BPM003541

Security and Protection Systems - Statewide

Arizona Department of Administration
General Services Division
1400 W. Washington St., Ste., B200
Phoenix, AZ 85007

Organization Profile

Firm Name		Year established	
Principal address (street, city, state)			
Entity type:		Structure:	
Branch or Division:		Parent:	
Years of experience providing goods similar in type and quantity as required by this Solicitation.			
Years of experience performing services similar in size and scope as required by this Solicitation.			
Years the organization has conducted business in Arizona.			

Contract Representatives to Contact

	Name	Title	Telephone Number	E-Mail Address
1.				
2.				
3.				

Licenses/Certifications

	Description	Issuer	Number	Expiration
4.				
5.				
6.				
7.				
8.				

Financial Information (attach financial statements with income/balance sheets as Supplements)

	Rating/Issuer	Score/Rank	Date
9.			
10			

Capacity

	Location	Work Performed	Number Staff	Capacity
11				
12				
13				

	Request for Proposal **Solicitation No. BPM003541** **Security and Protection Systems - Statewide**	Arizona Department of Administration General Services Division 1400 W Washington St., Ste. B200 Phoenix, AZ 85007

References

The State intends to conduct reference checks for accounts referenced provided by Offerors. It may, at its sole discretion contact additional clients not presented as references.

Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this RFP. Preferred at least one (1) of the projects referenced is Arizona government related. All assignments shall be for assignments received and completed within the last five (5) years.

1 Company Name	Contact Name and Title
Address	Email address and Telephone
Service Begin Date:	Service End Date:
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)	
List job positions provided and technologies utilized to supplement services.	

2 Company Name	Contact Name and Title
Address	Email address and Telephone
Service Begin Date:	Service End Date:
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)	
List job positions provided and technologies utilized to supplement services.	

3 Company Name	Contact Name and Title
Address	Email address and Telephone
Service Begin Date:	Service End Date:
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)	
List job positions provided and technologies utilized to supplement services.	

	Request for Proposal **Solicitation No. BPM003541** **Security and Protection Systems - Statewide**	Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007

Key Personnel Proposal

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in carrying out the Work**. Insert or attach a separate resume if desired, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel.

1	**Name:**	x	How long with company?	x years
	Current position in company:	x	How long in position?	x years
	Position for the Services:	x	How much of time will be dedicated to the Services?	x %
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		

2	**Name:**	x	How long with company?	x years
	Current position in company:	x	How long in position?	x years
	Position for the Services:	x	How much of time will be dedicated to the Services?	x %
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		

3	**Name:**	x	How long with company?	x years
	Current position in company:	x	How long in position?	x years
	Position for the Services:	x	How much of time will be dedicated to the Services?	x %
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		

	Request for Proposal **Solicitation No. BPM003541** **Security and Protection Systems - Statewide**	Arizona Department of Administration General Services Division 1400 W Washington St., Ste. B200 Phoenix, AZ 85007

Proposed Subcontractors

Check “NO” if you WILL NOT subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

☐	NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check “YES” below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

☐	YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
1.	Name	select		
1.	Name	select		
2.	Name	select		
3.	Name	select		
4.	Name	select		
5.	Name	select		
6.	Name	select		
7.	Name	select		
8.	Name	select		
9.	Name	select		

	Request for Proposal **Solicitation No. BPM003541** **Security and Protection Systems - Statewide**	Arizona Department of Administration General Services Division 1400 W Washington St, Ste. B200 Phoenix, AZ 85007

Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than $100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

   ...

5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. *See* A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq*., all offerors must select one of the following:

□ The Company submitting this Offer **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq*. I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317.

□ The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq*.

□ **Exempt Solicitation, Contract, or Contractor.**
Indicate which of the following statements applies to this Contract:

- Solicitation or Contract has an estimated value of less than $100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

Company Name	Signature of Person Authorized to Sign
Address	Printed Name
City State Zip	Title

Request for Proposal

Solicitation No. BPM003541

Security and Protection Systems - Statewide

Arizona Department of Administration
General Services Division
1400 W Washington St., Ste. B200
Phoenix, AZ 85007

Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

Complete this form and return it with your Offer **along with the appropriate supporting information** to assist the State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

Check one of the following – if neither is checked, State will assume that as equivalent to "DOES NOT":

☐	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
☐	This response DOES contain trade secret information because it contains information that: 1. Is a formula, pattern, compilation, program, device, method, technique or process, AND 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.

Offeror Company Name	Signature of Authorized Person
Address	Printed Name
City State Zip	Title

Copy of A.A.C. R2-7-103 [Confidential Information] as was current at time of Solicitation issuance

PROVIDED FOR REFERENCE ONLY

A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.

C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:

1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;

2. The designated information is not confidential; or

3. Additional information is required before a final confidentiality determination can be made.

D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.

E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:

1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or

2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.

- - -

	Request for Proposal **Solicitation No. BPM003541** **Security and Protection Systems - Statewide**	Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007

Conformance Statements

If taking exceptions, the Attachment Supplements must be uploaded as a separate word doc. file titled "Attachment Supplement -"

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.8 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS TO OFFERORS

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

☐ YES – Offeror acknowledges that it has read and understands the Special Instructions to Offerors and Uniform Instructions to Offerors of the Solicitation Documents and attests that its Offer complies.

☐ NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 1**.

CONFORMANCE TO SCOPE OF WORK AND PRICING

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

☐ YES – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both.

☐ NO – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

☐ YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices of the Solicitation Documents and attests that its Offer complies with both.

☐ NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement 3**.

Letter of Insurability

The Offeror shall provide a Letter of Insurability from the Insurance Company as a proof that the Offeror currently possesses the required insurance as stated in the Section 6.2 of Special Terms and Conditions or the Offeror is able to obtain the required Minimum Scope and Limits of Insurance should a contract be awarded to them.

The Letter of Insurability (and any additional letters) should be clearly marked as

Attachment - Supplement Insurance

NOTE: If Awarded a Contract, The Offeror shall provide a Certificate of Insurance (e.g. ACORD forms) and associated policy endorsement(s) prior to beginning service(s) under the Contract.

BPM003541 Pricing Document
Security and Protection Systems - Statewide

Offeror:_____

Labor Rates applicable to Installation, Inspection, Replacement, Removal, Maintenance, Repair, and Programming at a minimum
Provide pricing as requested below, additions under Other Miscellaneous allowed

CATEGORY: ACCESS CONTROL SYSTEMS

	LABOR RATES	
	Technician (Hourly)	Programmer/Advanced Technician (Hourly)
Standard Labor Rates All Inclusive (40 Hours or Less per Week)	$	$
Overtime Hours (Over 40 Hours per Week) & Weekend/Holiday Labor Rates	$	$

Please **mark** STATEWIDE or indicate REGION your Company will provide services

____ **Statewide** ____ Region 1 ____ Region 2 ____ Region 3 ____ Region 4

____ Region 5 ____ Region 6 ____ Region 7

OTHER MISCELLANEOUS LABOR COSTS	
Description	Rate per Hour
1	$
2	$
3	$

CATEGORY: INTRUSION SYSTEMS

	LABOR RATES	
	Technician (Hourly)	Programmer/Advanced Technician (Hourly)
Standard Labor Rates All Inclusive (40 Hours or Less per Week)	$	$
Overtime Hours (Over 40 Hours per Week) & Weekend/Holiday Labor Rates	$	$

Please **mark** STATEWIDE or indicate REGION your Company will provide services

____ **Statewide** ____ Region 1 ____ Region 2 ____ Region 3 ____ Region 4

____ Region 5 ____ Region 6 ____ Region 7

OTHER MISCELLANEOUS LABOR COSTS	
Description	Rate per Hour
1	$
2	$
3	$

Additional Serivces	
	Monthly
Monitoring	$

CATEGORY: CLOSED CIRCUIT TELEVISION SYSTEMS (CCTV)

	LABOR RATES	
	Technician (Hourly)	Programmer/Advanced Technician (Hourly)
Standard Labor Rates All Inclusive (40 Hours or Less per Week)	$	$
Overtime Hours (Over 40 Hours per Week) & Weekend/Holiday Labor Rates	$	$

Please **mark** STATEWIDE or indicate REGION your Company will provide services

____ **Statewide** ____ Region 1 ____ Region 2 ____ Region 3 ____ Region 4

____ Region 5 ____ Region 6 ____ Region 7

OTHER MISCELLANEOUS LABOR COSTS	
Description	Rate per Hour
1	$
2	$
3	$

	Contract Amendment II Contract ID: **CTR056380** Contractor: **CORPORATE TECHNOLOGY SOLUTIONS, LLC**	Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007
	Extension #2 | Date: 6/12/2023	

SECURITY AND PROTECTION SYSTEMS

1. The above-mentioned contract is hereby amended as follows:

   a. In accordance with the Special Terms and Conditions, Section 3.2 Contract Extensions, the above referenced contract shall be extended from 7/28/2023 to 7/28/2024.

      i. 2 optional extensions remaining of a 5-year contract

   b. All Terms, Conditions and Provisions of the contract shall remain unchanged and apply during the renewal period unless otherwise amended.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in APP by an authorized representative of the Contractor and applied to the contract in APP by the Procurement Officer or delegate.

BPM003541 Pricing Document
Security and Protection Systems - Statewide

Offeror: Corporate Technology Solutions, LLC

Labor Rates applicable to Installation, Inspection, Replacement, Removal, Maintenance, Repair, and Programming at a minimum
Provide pricing as requested below, additions under Other Miscellaneous allowed

CATEGORY: ACCESS CONTROL SYSTEMS

	LABOR RATES	
	Technician (Hourly)	Programmer/Advanced Technician (Hourly)
Standard Labor Rates All Inclusive (40 Hours or Less per Week)	$ 60.00	$ 70.00
Overtime Hours (Over 40 Hours per Week) & Weekend/Holiday Labor Rates	$ 85.00	$ 90.00

Please **mark** STATEWIDE or indicate REGION your Company will provide services

X **Statewide** ____ Region 1 ____ Region 2 ____ Region 3 ____ Region 4

____ Region 5 ____ Region 6 ____ Region 7

OTHER MISCELLANEOUS LABOR COSTS (if Applicable)

Description	Rate per Hour
1	$
2	$
3	$

CATEGORY: INTRUSION SYSTEMS

	LABOR RATES	
	Technician (Hourly)	Programmer/Advanced Technician (Hourly)
Standard Labor Rates All Inclusive (40 Hours or Less per Week)	$ 60.00	$ 70.00
Overtime Hours (Over 40 Hours per Week) & Weekend/Holiday Labor Rates	$ 85.00	$ 90.00

Please **mark** STATEWIDE or indicate REGION your Company will provide services

X **Statewide** ____ Region 1 ____ Region 2 ____ Region 3 ____ Region 4

____ Region 5 ____ Region 6 ____ Region 7

OTHER MISCELLANEOUS LABOR COSTS (if Applicable)

Description	Rate per Hour
1	$
2	$
3	$

Additional Serivces

	Monthly
Monitoring	$ 25.00

CATEGORY: CLOSED CIRCUIT TELEVISION SYSTEMS (CCTV)

	LABOR RATES	
	Technician (Hourly)	Programmer/Advanced Technician (Hourly)
Standard Labor Rates All Inclusive (40 Hours or Less per Week)	$ 60.00	$ 70.00
Overtime Hours (Over 40 Hours per Week) & Weekend/Holiday Labor Rates	$ 85.00	$ 90.00

Please **mark** STATEWIDE or indicate REGION your Company will provide services

X **Statewide** ____ Region 1 ____ Region 2 ____ Region 3 ____ Region 4

____ Region 5 ____ Region 6 ____ Region 7

OTHER MISCELLANEOUS LABOR COSTS (if Applicable)

Description	Rate per Hour
1	$
2	$
3	$

	Contract Amendment II		Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007
	Contract ID: **CTR056380** Contractor: **CORPORATE TECHNOLOGY SOLUTIONS, LLC**		
	Extension #2	Date: 6/12/2023	

SECURITY AND PROTECTION SYSTEMS

1. The above-mentioned contract is hereby amended as follows:

   a. In accordance with the Special Terms and Conditions, Section 3.2 Contract Extensions, the above referenced contract shall be extended from 7/28/2023 to 7/28/2024.

      i. 2 optional extensions remaining of a 5-year contract

   b. All Terms, Conditions and Provisions of the contract shall remain unchanged and apply during the renewal period unless otherwise amended.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in APP by an authorized representative of the Contractor and applied to the contract in APP by the Procurement Officer or delegate.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Kristin Decker, Special Services Supervisor
Date:	01/30/2024
Meeting Date:	02/06/2024

TITLE:

Consideration and Approval of Contract Ratification: Cooperative Purchase Contract with PFVT Motors, Inc. LLC (DBA Peoria Ford) in the amount of $255,962.97, in addition to other fees and taxes for the purchase of four fully electric Ford Lightning F150s (3 for FPD and 1 for Engineering).

STAFF RECOMMENDED ACTION:

1. Ratify the Cooperative Purchase Contract with PFVT Motors, LLC (DBA Peoria Ford) in the amount of $255,962.97, in addition to other fees and taxes for the purchase of four fully electric Ford Lightning F150s (3 for FPD and 1 for Engineering); and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Cooperative Purchase Contract will result in the purchase of four fully electric Ford Lightning F150s:

1. The City of Flagstaff Police Department (FPD) seeks to purchase three of the pick-up trucks. One to be utilized in the Police Aide fleet, and two will refresh the FPD administrative fleet.
2. The City Engineering & Capital Improvements Division - Inspections department seeks to purchase one pick-up truck to replace a vehicle approved for replacement.

Financial Impact:

FPD will be utilizing $163,833.57 from rolling stock account 001-04-061-0221-2-4401 and the remaining balance of $21,000.00 will be supplemented from the Fleet Electrification Fund.

City Engineering & Capital Improvements Division will be utilizing $63,356.38 from rolling stock account 001-10-102-0314-4-4401 and the remaining balance of $7,773.02 will be supplemented from the Fleet Electrification Fund.

Policy Impact:

There is no known or projected impact to policy regarding this matter.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Personnel: Attract and Retain Quality Staff
Provide Exceptional Service: Provide employees with tools, training and support.
Invest in Our People: Ensure effective resources for employees.
Transportation and Other Public Infrastructure: Replacing aging infrastructure.

Carbon Neutrality Plan

Reduce emissions, increase the number of alternative fuel vehicles in the City fleet and reduce the City of Flagstaff's carbon footprint.

Regional Plan

Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical and ambulance service.

Has There Been Previous Council Decision on This:

No.

Background/History:

In an effort to assist the City in meeting it's goal to reduce the carbon footprint, FPD has identified two areas where an all-electric vehicle would be an appropriate and functional addition to the fleet. The first identified use is for our Police Aide Fleet. There is currently one Ford Lightning F150 in this fleet. This additional unit would be for the Police Aide stationed at City Hall. The two other Ford Lightning F150s will assist in refreshing the Administrative Fleet which could include use by a Deputy Chief, Lieutenant, or Detectives. All three vehicles will be up-fitted with lights, sirens and radios as they may be called upon to respond to major incidents or accidents within the Flagstaff Community.

City Engineering & Capital Improvement - Inspections department has six employees that utilize pick-up trucks to access construction sites, store inspection equipment, and deliver materials such as fire hydrants and meter boxes as needed. The inspections manager currently has a fully electric Ford Lightning pick-up truck. The requested Ford Lightning F150 replaces a 2006 pick-up truck and will be the second fully electric vehicle in the Inspections fleet.

The Purchasing section has reviewed the competitively solicited cooperative purchase options available and confirmed that the Arizona Department of Transportation (ADOT) conducted a competitive and open procurement process through Request for Proposal Solicitation No. BPM004157 that resulted in Contract No. CTR059322 with PFVT Motors, Inc. (dba Peoria Ford). This contract has been verified as valid and appropriate for the purchase of the specified vehicles and presents the best value to the City. The ratified purchase came about with securing the end of the year drop in prices that Procurement decided was important to utilize as to save large amounts of funding.

PFVT, LLC (DBA Peoria Ford) is currently under a state contract. They have gone through a competitive process and offer competitive rates for government entities. An agreement will be developed, upon Council approval, to complete the purchase of these vehicles. These vehicles are currently in stock and available on the lot of Peoria Ford.

Key Considerations:

The purchase of the Ford Lightning F150s have been reviewed and approved by both the Fleet Management Committee and the Budget Committee.

Attachments: Cooperative Contract
Exhibit A - Quote

Exhibit B - Agency Contract

COOPERATIVE PURCHASE CONTRACT
Contract No. 2024-107

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and PFVT Motors, Inc. (DBA Peoria Ford), a State of Delaware Corporation ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of Ford Vehicles;

B. The Arizona Department of Transportation (ADOT) conducted a competitive and open procurement process through Request for Proposal Solicitation No. BPM004157 that resulted in Contract No. CTR059322 with the Contractor ("Agency Contract"); and

C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to the City the materials and or services, as specified in the Scope of Work attached as *Exhibit A*, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

FOUR FORD LIGHTNINGS

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as *Exhibit A* and incorporated by reference.

3. Payment: Payment to Contractor for the materials and or services provided for **TWO HUNDRED FIFTY-FIVE THOUSAND, NINE HUNDRED SIXTY-TWO DOLLARS AND NINETY-SEVEN CENTS ($255,962.97), in addition to other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the amendment price increase is less than $50,000; otherwise, City Council approval is required.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as *Exhibit B*, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

8. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Paul Mood
City of Flagstaff Engineering
211 W. Aspen Ave.
Flagstaff, AZ 86001
paul.mood@flagstaffaz.gov
Phone: 928-213-2675

To Contractor:
Chad Riccio
Peoria Ford Government Sales
9130 W Bell Road
Peoria AZ 85382
chad.riccio@governmentautosales.com
Phone: 480-405-2929

With a copy to:
Emily Markel
City of Flagstaff Procurement
211 W. Aspen Ave.
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov
Phone: 928-213-2276

With a copy to:
Kristin Decker
City of Flagstaff Police Department
211 W. Aspen Ave.
Flagstaff, AZ 86001
kdecker@flagstaffaz.gov

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

PFVT Motors, Inc. (DBA Peoria Ford):

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

Last Updated October 30, 2023

EXHIBIT A
SCOPE OF WORK
(attached)

1. Scope of Work – Two (2) Quotes from PFVT Motors, Inc. (DBA Peoria Ford) (attached)

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Agency Contract CTR059322 Award Request for Proposal Solicitation No. BPM004157, Contract CTR059322 Amendment Summary, Contract CTR059322 Pricing (154 pages)

Quote

PFVT MOTORS, LLC.
CHAD RICCIO
Government Account Team
Direct: 480-405-2929

Date	12/19/2023
Valid Until	1/15/2024
Contract	CTR059322
PO	
Lead Time	

Customer:

Invoice Address:

Delivery Address:
Same

Description	Line Total
F-150 LIGHTNING PW G31870 2023 F-150 4X4 SUPERCREW EXTERIOR 145" WHEELBASE OXFORD WHITE DUAL EMOTOR-STANDARD BATTRY INTERIOR SINGLE-SPEED TRANSMISSION MED DARK SLATE VINYL BUCKET	$56,990.00

EXTERIOR	INTERIOR	FUNCTIONAL	SAFETY/SECURITY
□ DAYTIME RUNNING LAMPS	□ 12" PRODUCTIVITY SCREEN	□ AUTO HOLD	□ ADVANCETRAC™ WITH RSC®
□ FULLY BOXED STEEL FRAME	□ 1TOUCH UP/DOWN DR/PASS WIN	□ BLIS W/CROSS-TRAFFIC ALERT	□ AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
□ HEADLAMPS - AUTO HIGH BEAM	□ 60/40 FOLD-UP REAR BENCH	□ CLASS IV TRAILER HITCH	□ AIRBAGS - SAFETY CANOPY®
□ HEADLAMPS - AUTOLAMP (ON/OFF)	□ A/C W/DUAL CLIMATE CONTROL	□ COIL SPRINGS FRONT & REAR	□ LED CTR HIGH MNT STOP LAMP
□ LARGE FRONT TRUNK AREA	□ AUTO-DIM REARVIEW MIRROR	□ FORDPASS CONNECT™ 4G HOTSPOT TELEMATICS MODEM	□ PERIMETER ALARM
□ LED PROJECTOR W/ DYNAMIC BENDING HEADLAMPS	□ DOOR LOCKS - POWER	□ LANE-KEEPING SYSTEM	□ SOS POST-CRASH ALERT SYS™
□ LOCKING REMOVABLE TAILGATE WITH TAILGATE ASSIST	□ DUAL VISOR VANITY MIRRORS	□ POST-COLLISION BRAKING	WARRANTY
□ PICKUP BOX TIE DOWN HOOKS	□ FRONT ROW HEATED SEATS	□ PRE-COLLISION ASSIST W/AEB	□ 3YR/36,000 BUMPER / BUMPER
□ POWER UP/DOWN FRONT HOOD	□ MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER	□ REAR ELOCKING AXLE	□ 5YR/60,000 POWERTRAIN
□ REAR PRIVACY GLASS	□ POWERPOINT - 2 120V	□ REVERSE BRAKE ASSIST	□ 5YR/60,000 ROADSIDE ASSIST
□ TRAILER SWAY CONTROL	□ TILT/TELESCOPE STR COLUMN	□ REVERSE SENSING AND REAR VIEW CAMERA	□ 5YR/60,000 SAFETY RESTRAINT SYS
		□ SELECTABLE DRIVE MODES	□ 8YR/100,000 ELECTRIC VEHICLE COMPONENTS
		□ SYNC®4 W/EVR & 12" SCREEN	

EQUIPMENT GROUP 110A
□PRO SERIES
OPTIONAL EQUIPMENT/OTHER
.18" MACH BLACK HIGH GLOSS WHL
.ZERO EMISSIONS VEHICLE
.275/65R18 BSW ALL-TERRAIN TIR
.ELECTRIC DRIVE E-LOCK RR AXLE
8250# GVWR PACKAGE

WINDOW TINT	INC
2 KEYS	INC

Special Notes and Instructions

Subtotal		$56,990.00
Sales Tax	0.081	$4,616.19
Tire Tax	5	$5.00
Extended Warranty		$0.00
Flooring		$0.00
Freight		
MSO / ODO		$0.00
Total Per Unit less Trade-In		$61,611.19
Quantity of Units		3
Sale Total		**$184,833.57**

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature

Print Name

Date

If you have any questions concerning this quote, contact Chad Riccio

Thank you for your business!

9130 W Bell Road, Peoria AZ 85382
480-405-2929 - chad.riccio@governmentautosales.com

Quote

PFVT MOTORS, LLC.
CHAD RICCIO
Government Account Team
Direct: 480-405-2929

Date	12/19/2023
Valid Until	1/15/2024
Contract	CTR059322
PO	
Lead Time	

Customer:
EMILY MARKEL
CITY OF FLAGSTAFF

Invoice Address:

Delivery Address:
Same

Description	Line Total
F-150 LIGHTNING PW G32500 2023 F-150 4X4 SUPERCREW EXTERIOR 145" WHEELBASE OXFORD WHITE DUAL EMOTOR-EXTND RANGE BAT INTERIOR SINGLE-SPEED TRANSMISSION MED DARK SLATE VINYL BUCKET	$65,795.00

EXTERIOR	INTERIOR	FUNCTIONAL	SAFETY/SECURITY
☐ DAYTIME RUNNING LAMPS	☐ 12" PRODUCTIVITY SCREEN	☐ AUTO HOLD	☐ ADVANCETRAC™ WITH RSC®
☐ FULLY BOXED STEEL FRAME	☐ 1TOUCH UP/DOWN DR/PASS WIN	☐ BLIS W/CROSS-TRAFFIC ALERT	☐ AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
☐ HEADLAMPS - AUTO HIGH BEAM	☐ 60/40 FOLD-UP REAR BENCH	☐ CLASS IV TRAILER HITCH	☐ AIRBAGS - SAFETY CANOPY®
☐ HEADLAMPS - AUTOLAMP (ON/OFF)	☐ A/C W/DUAL CLIMATE CONTROL	☐ COIL SPRINGS FRONT & REAR	☐ LED CTR HIGH MNT STOP LAMP
☐ LARGE FRONT TRUNK AREA	☐ AUTO-DIM REARVIEW MIRROR	☐ FORDPASS CONNECT™ 4G HOTSPOT TELEMATICS MODEM	☐ PERIMETER ALARM
☐ LED PROJECTOR W/ DYNAMIC BENDING HEADLAMPS	☐ DOOR LOCKS - POWER	☐ LANE-KEEPING SYSTEM	☐ SOS POST-CRASH ALERT SYS™
☐ LOCKING REMOVABLE TAILGATE WITH TAILGATE ASSIST	☐ DUAL VISOR VANITY MIRRORS	☐ POST-COLLISION BRAKING	WARRANTY
☐ PICKUP BOX TIE DOWN HOOKS	☐ FRONT ROW HEATED SEATS	☐ PRE-COLLISION ASSIST W/AEB	☐ 3YR/36,000 BUMPER / BUMPER
☐ POWER UP/DOWN FRONT HOOD	☐ MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER	☐ REAR ELOCKING AXLE	☐ 5YR/60,000 POWERTRAIN
☐ REAR PRIVACY GLASS	☐ POWERPOINT - 2 120V	☐ REVERSE BRAKE ASSIST	☐ 5YR/60,000 ROADSIDE ASSIST
☐ TRAILER SWAY CONTROL	☐ TILT/TELESCOPE STR COLUMN	☐ REVERSE SENSING AND REAR VIEW CAMERA	☐ 5YR/60,000 SAFETY RESTRAINT SYS
		☐ SELECTABLE DRIVE MODES	☐ 8YR/100,000 ELECTRIC VEHICLE COMPONENTS
		☐ SYNC®4 W/EVR & 12" SCREEN	

EQUIPMENT GROUP 110A
☐PRO SERIES
OPTIONAL EQUIPMENT/OTHER
.18" MACH BLACK HIGH GLOSS WHL
.ZERO EMISSIONS VEHICLE
DUAL EMOTOR-EXTND RANGE BATTRY 10,000.00
.275/65R18 BSW ALL-TERRAIN TIR
.ELECTRIC DRIVE E-LOCK RR AXLE
8550# GVWR PACKAGE
MAX TRAILER TOW PACKAGE 1,100.00
FORD CHARGE STATION PRO DELETE - 1,295.00

WINDOW TINT	INC
2 KEYS	INC

Special Notes and Instructions

Subtotal		$65,795.00
Sales Tax	0.081	$5,329.40
Tire Tax	5	$5.00
Extended Warranty		$0.00
Flooring		$0.00
Freight		
MSO / ODO		$0.00
Total Per Unit less Trade-In		$71,129.40
Quantity of Units		1
Sale Total		**$71,129.40**

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature
Print Name
Date

If you have any questions concerning this quote, contact Chad Riccio

Thank you for your business!

9130 W Bell Road, Peoria AZ 85382
480-405-2929 - chad.riccio@governmentautosales.com

DocuSign Envelope ID: 7AE6D603-F496-4243-9920-A7948B4C771C

ADOT
Procurement

OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

PFVT Motors, LLC dba Peoria Ford — Offeror (Company) Name

Signature of Person Authorized to Sign Offer

9130 W Bell Rd — Address

Sandra Gonzalez — Printed Name

1/18/22 — Date

Peoria — City

AZ — State

85382 — Zip

Government Manager — Title

sgonzalez@peoriaford.com — Email Address

480-696-5930 — Phone Number

jmoser@ytaig.com — Company Email Address

NA — Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR059322 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 17th day of March 2022

DocuSigned by:

Procurement Officer

3/10/2022

Awarded Date

Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (https://app.az.gov/) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Thomas Kornell
Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

TABLE OF CONTENTS

SECTION	PAGE
Notice	1
Table of Contents	2
Scope of Work	3
Special Terms and Conditions	7
Uniform Terms and Conditions	19
Federal Provisions	29

EXHIBITS

1 - Title VI/Non-Discrimination Assurances Appendix A	73
2 - Title VI/Non-Discrimination Assurances Appendix E	74
3- Usage Report Exhibit 3	75
4- On-site Manufacturer inspection Compliance Certification Exhibit 4	76
5- Pre-Award Audit and Certification Exhibit 5	77
6- Purchaser's Pre-Award Requirements Certification Exhibit 6	78
7- Post-Award Certification and Requirements Exhibit 7	79
8- Purchaser's Post-Award Requirements Certification Exhibit 8	81

1. Statement of Need

1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for New Vehicle Purchase.

2. Introduction and Background

2.1 The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

2.2 Background: The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

2.3 The following are the Three Categories covered in this Scope of Work:

- **Category One: Phase One (1) Vehicle Purchases**
- **Category Two: Phase Two (2) Vehicle Purchases**
- **Category Three: FTA Funded Vehicles**

3 General Requirements

3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.

3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.

3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.

3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.

3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.

3.9 The following documents shall be provided upon delivery of the vehicle(s):

3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
3.9.2 Warranty Document
3.9.3 Manufacturers unaltered invoice
3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
3.9.5 Level 1 Inspection if applicable, completed before delivery

3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.

4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.

4.3 The following fuel types are allowable under this contract are to include but are not limited too.

4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
4.3.2 Diesel

4.3.3 Gasoline
4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
4.3.5 Hybrid-Electric Vehicles (HEV)
4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)
4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

4.4.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

4.4.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5 Minimum Vehicle Requirements: All prices shall include the following equipment:

4.5.1 All standard factory equipment

4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request)

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows
4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.
a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning
a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors
a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.
b. Back up Camera

4.5.12 Spare tire
a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.
b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

a. O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

4.6.1 Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.

4.6.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

4.6.3 Front tow hooks

5 Contractor's Responsibilities

Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered only if requested by the Eligible Agency.

6 Department's Responsibilities

The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered

SPECIAL TERMS AND CONDITIONS

1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2632.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix.

For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

Equipment services shop/ADOT
2225 S 22nd Ave, Phoenix, AZ 85009

Delivery costs for each county outside of the Phoenix area shall be indicated on Offer Response form.

This will be an added cost to the contract price.

Deliveries shall be completed In accordance with the requirements of the contract.
Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address Indicated on the applicable Order document.

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Applicable payment terms
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased

- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes (as a separate invoice line item)
- Applicable Shipping/Freight Charges etc. (as a separate invoice line item) Materials only.
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICING

1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.

a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.
b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

2 CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

3 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

4 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

5 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be

clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State. All pricing should reflect the minimum percentage of MSRP.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

2 At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.

3 This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.

4 Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.

5 The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.

6 Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

16. PRODUCT DISCONTINUANCE

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.

2. Documentation from the manufacturer that names the replacement product or model.

3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

A. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

B. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS

21.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

21.3 Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

Policy shall include bodily injury, property damage, and broad form

contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) $1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving

automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.3 Workers' Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
o Each Accident	$1,000,000
o Disease – Each Employee	$1,000,000
o Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

21.4 Additional Insurance Requirements The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

21.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

21.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

21.5 Notice of Cancellation Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

21.6 Acceptability of Insurers Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of

not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

21.7 Verification of Coverage Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

21.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

21.8 Subcontractors Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

21.9 Approval and Modifications the Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

21.10 Exceptions In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

23. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

25. CO-OP USAGE

Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate additional costs for extraordinary shipping, or delivery requirements, if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. "*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if

applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright**.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this

Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the

materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The

Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

FEDERAL PROVISIONS

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence b the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49
U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at
$250,000.00.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at https://www.transit.dot.gov/funding/grantee-resources/sample-fta- agreements/fta-grant-agreements, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (*e.g.*, Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at https://www.fhwa.dot.gov/federalaid/stewardship, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.

2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42
   U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA "System for Award Management," https://www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

(a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
(b) FTA Project Manager if the Project is

administered by an FTA Headquarters Office, or

(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than $150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than $150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of $100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not
available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: “The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions.”

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15
U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non- provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the sucessor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non- provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of Transportation Business Engagement and Compliance Office 1801 W. Jefferson St., Ste. 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor- Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

The DBE provisions are applicable to all contractors including DBE contractors.

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at http://www.azutracs.com.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at http://www.azutracs.com/. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for- profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part
26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:

10.1 General:

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.2 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 DBE Goals

The Department has not established contract goals for DBE participation in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

11.1 Race Neutral Contract (With No DBE Goal)

The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at http://www.azutracs.com/ a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Offer.

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

a. Sub-Contract Terms:

1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.

2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subcontractors to ADOT Business Engagement and Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at https://adot.dbesystem.com. Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

3. The Contractor may be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.

2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web- based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed is issued, the contractor shall log into the Department's web based DBE System and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DBE System.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DBE System.

For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non- reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages

shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.

7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:

   - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
   - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

   The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:

   - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

contract.

(i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
(ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
(iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.

- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:

(i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
(ii) Terminate the contract for default in accordance with this Contract, and/or
(iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
(iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Offer submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at http://www.naics.com/search/.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the

proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intents to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually

performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. CPO will promptly consider any appeals under this subsection and notify the contractor of CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The BECO may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

The Contractor shall be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the “Certification of Final DBE Payments” form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

The contractor will not be released from the obligations of the contract until the ”Certification of Final DBE Payments” forms are received and deemed acceptable by the Engineer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of “Program Fraud and Civil Penalties” rules provided in 49 CFR Part 31.

21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

   a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.

   b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

   c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

   d. Post in conspicuous places available to employees and applicants for employment, the following notice:

      "It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying- off or termination; rates of pay or other compensation; and selection for training, and on-the- job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

   e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the
      U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

   f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.

2. In the event of the Consultant's noncompliance with the NONDISCRIMININATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the Contract until the Consultant complies,

   and/or;

   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.

4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.

b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.

c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.

d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.

e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed

with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors (https://www.sam.gov/SAM/) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIROMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42
U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

(1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

(a) To that Third Party Participant or another Third Party Participant performing the Project work, and
(b) That impairs that Third Party Participant's objectivity in performing the Project work, or

(2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,

(3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:

(a) Any instances of organizational conflict of interest, or
(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and

(4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETRANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

EXHIBIT 1
Title VI/Non-Discrimination Assurances
Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2
Title VI/Non-Discrimination Assurances
Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *etseq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et. seq).

ADOT
Procurement

EXHIBIT 3
ADOT Procurement Quarterly Usage Report

This exhibit outlines the content required for the quarterly usage report. Usage reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.

Reporting Period:

Contract ID/Code:		Contact Name:		Alternate Contact Name:	
Contract Label/Description:		Contact Phone Number:		Alternate Contact Phone Number:	
Contractor:		Contact Email:		Alternate Contact Email:	
Contractor Address:					

Agency/Org/Unit	Customer Name	Delivery Address	PO Number or Identify as "P-Card"	Order Date	Contract Item Number	Contract Item Description	Quantity	Unit of Measure	Contract Unit Price	Contract Extended Price	Invoice Number

EXHIBIT 4
ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date _____/ _____/ _____
Title _____

EXHIBIT 5
PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements. A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		Master Agreement; 49 CFR §663.21
49 CFR 661.13 Grantee Responsibility (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services. a. Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by FAST Act, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,		49 CFR §663.13
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes— (a) A Buy America certification as described in §663.25 of this part; (b) A purchaser's requirements certification as described in §663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		49 CFR §663.23
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification:	49 CFR §663.25
	a) There is a letter from FTA which grants a waive OR	
Met? Y/N (if NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists—	
	1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and	
	2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification:	49 CFR §663.27
	a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and	
	b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply.	
	a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

EXHIBIT 6
PURCHASER'S PRE-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Pre-Award Requirements Certification
49 CFR §663.27

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 8
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Post-Award Requirements Certification
49 CFR §663.37

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: One (1)**
DESCRIPTION: New Vehicles Purchase	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 2.1** "The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures."
   b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
   c. **Paragraph 4.1**: "The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency."
   d. **Paragraph 4.1.1** is hereby removed.
   e. **Paragraph 4.4.1:"** The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. "
   f. **Paragraph 4.6.1**: " Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW."

2. **Special Terms and Conditions**

   The following sections are hereby modified to read:

   a. Paragraph 11.1, (a-g): "Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
      a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

ADOT
Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.

f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. "

b. Paragraph 22 is hereby replaced with the following: "The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee"

c. Paragraph 25: Co-op administrative fee has hereby been removed.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.

4. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Contract Amendment Summary

CONTRACTOR: PFVT Motors Inc.	**AMENDMENT NO.: One (1)**
DESCRIPTION: New Vehicle Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment One (1) to mutually extend this contract from March 17, 2023 through March 16, 2024, unless terminated, canceled or extended as otherwise provided in the contract.

2. All other terms, conditions and provisions of this contract remain unchanged.

ADOT Procurement

Offer Response Form for New Vehicle Purchases Revision Two (2)

Please respond to the following items according to the instructions below. Each response should demonstrate the Offeror's ability to satisfy the Specifications requirements. Failure to respond may negatively impact the option to award.

1.1. The Contractor shall provide the goods/services described in any or all of the contract categories. Indicate the categories that apply to your offer:

- ☒ **Category One: Phase One (1) Vehicle Purchases**
- ☒ **Category Two: Phase Two (2) Vehicle Purchases**
- ☒ **Category Three: FTA Funded Vehicles**

1.2 PHASE ONE (1) Pricing for New Vehicle Purchases: Price List: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	**Percentage (%) Off of Manufacture Retail Price (MSRP)**
FORD/ F-150/ ½ TON TRUCKS – REG CAB, SUPERCAB, CREW CAB – 4X4 AND 4X2, GAS	MIN 22.5%
FORD/F-150/1/2 TON – CREW CAB 4X4 – LIGHTNING	MIN 10.1%
FORD/ F-250-550/ ¾ TON TRUCK - REG CAB, SUPERCAB, CREW CAB – 4X4 AND 4X2	MIN 22.5%
FORD/SUV/ ESCAPE, EXPLORER, EXPEDITION – FWD, RWD, AWD, 4X4, 4X2	MIN 13.25%
FORD/MACH-E/CROSSOVER – AWD OR 4X2	Min 1.5%
FORD/BRONCO SPORT/COMPACT SUV – 4X4	MIN 13.2%
FORD/BRONCO/MID-SIZED SUV – 4X4	MIN 7.1%
FORD/E-SERIES/CUTAWAY	MIN 20.2%
FORD/TRANSIT WAGON/PASSENGER AND CREW VANS – ½ TON TO 1 TON – LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	MIN 10.1%
FORD/TRANSIT/ CARGO VANS - ½ TON TO 1 TON – LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	MIN 10.2%
FORD/TRANSIT CONNECT WAGON/MINI PASSENGER VAN	MIN 3.5%

FORD/TRANSIT CONNECT/MINI CARGO VAN – SWB OR LWB	MIN 3%
FORD/ E-TRANSIT/ ELECTRIC TRANSIT CARGO VAN – LOW, MED, HIGH ROOF – SHORT, LONG AND EXTENDED LENGTHS - RWD	MIN 5.5%
FORD/ F-350 TO F-550 CHASSIS/ CHASSIS CAB – 4X4 AND 4X2	MIN 20.5%
FORD/ESCAPE PHEV/PLUG-IN HYBRID AND HYBRID COMPACT SUV	MIN 13.1%
FORD/POLICE INTERCEPTOR/MID-SIZED PURSUIT SUV - AWD	MIN 18.5%
FORD/ RANGER/ MID-SIZE TRUCK – EXTENDED OR CREW CAB - 4X4 OR 4X2	MIN 16.3%
FORD/MAVERICK/COMPACT TRUCK – CREW CAB – AWD OR FWD	MIN 10.25%
FORD/MUSTANG/COUPE - RWD	MIN 14.1%

***PERCENTAGES FOR MODELS THAT ARE CURRENTLY UNAVAILABLE ARE BASED ON DRAFT PRICING AND PREVIOUS MODEL YEAR TRENDS. PERCENTAGE OFF IS LIKELY TO INCREASE ON MOST ITEMS ONCE PRICING FOR NEXT MODEL YEAR IS RELEASED

1.3 PHASE TWO (2) Pricing for New Vehicle Purchases: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

Phase Two (2) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	**Percentage (%) Off of Manufacture Retail Price (MSRP)**
FORD/ F-150/ ½ TON TRUCKS – REG CAB, SUPERCAB, CREW CAB – 4X4 AND 4X2, GAS	MIN 16.5%
FORD/F-150/1/2 TON – CREW CAB 4X4 – LIGHTNING	MIN 8.2%
FORD/ F-250-550/ ¾ TON TRUCK - REG CAB, SUPERCAB, CREW CAB – 4X4 AND 4X2	MIN 10.1%
FORD/SUV/ ESCAPE, EXPLORER, EXPEDITION – FWD, RWD, AWD, 4X4, 4X2	MIN 10.25%
FORD/MACH-E/CROSSOVER – AWD OR 4X2	Min 1%

FORD/BRONCO SPORT/COMPACT SUV – 4X4	MIN 10.1%
FORD/BRONCO/MID-SIZED SUV – 4X4	MIN 5.1%
FORD/E-SERIES/CUTAWAY	MIN 16.5%
FORD/TRANSIT WAGON/PASSENGER AND CREW VANS – ½ TON TO 1 TON – LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	MIN 14.5%
FORD/TRANSIT/ CARGO VANS - ½ TON TO 1 TON – LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	MIN 15.25%
FORD/TRANSIT CONNECT WAGON/MINI PASSENGER VAN	MIN 2.2%
FORD/TRANSIT CONNECT/MINI CARGO VAN – SWB OR LWB	MIN 2.1%
FORD/ E-TRANSIT/ ELECTRIC TRANSIT CARGO VAN – LOW, MED, HIGH ROOF – SHORT, LONG AND EXTENDED LENGTHS - RWD	MIN 2.1%
FORD/ F-350 TO F-550 CHASSIS/ CHASSIS CAB – 4X4 AND 4X2	MIN 10.1%
FORD/ESCAPE PHEV/PLUG-IN HYBRID AND HYBRID COMPACT SUV	MIN 11.1%
FORD/POLICE INTERCEPTOR/MID-SIZED PURSUIT SUV - AWD	MIN 6.5%
FORD/ RANGER/ MID-SIZE TRUCK – EXTENDED OR CREW CAB - 4X4 OR 4X2	MIN 14.9%
FORD/MAVERICK/COMPACT TRUCK – CREW CAB – AWD OR FWD	MIN 9.5%
FORD/MUSTANG/COUPE - RWD	MIN 10.6%

***PERCENTAGES FOR MODELS THAT ARE CURRENTLY UNAVAILABLE ARE BASED ON DRAFT PRICING AND VERY LIMITED CURRENT MARKET AVAILABILITY. PRICING DISCOUNTS ARE LIKELY TO INCREASE ONCE PRICING IS MADE AVAILABLE AND CONSTRAINTS FOR COMMODITIES LIFT
***PHASE 2 PERCENTAGES ARE BASED ON CURRENT RETAIL MARKET AND AVAILABILITY OF FLEET ALLOCATION

1.4 Delivery Fees: If the contractor offers delivery for the following counties, they must be indicate and include any delivery fee associated with those areas as applicable.

County	Delivery Fee $	County	Delivery Fee $	County	Delivery Fee $
☒ Apache	$95	☐ Greenlee	$95	☒ Pima	$0
☒ Cochise	$95	☒ La Paz	$95	☒ Pinal	$75
☐ Coconino	$75	☒ Maricopa	$0	☐ Santa Cruz	$95
☒ Gila	$65	☐ Mohave	$95	☒ Yavapai	$85
☒ Graham	$95	☐ Navajo	$150	☒ Yuma	$95

1.5 Evaluation Pricing: The Contractor shall submit pricing for the following Vehicles. The vehicles listed which is representative of the scope of work that will be performed under this Contract, and therefore constitutes a fair method for determining price fair and reasonable:

1.5.1 Phase One (1) Evaluation Pricing:

Specifications for vehicles quoted are included below pricing - MSRP is shown only for reference in specs
All warranty information is provided***

Estimated Usage Quantity	PHASE ONE (1) Base Model Vehicle	Base Price for Phase One (1)	Additional Information
75	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	$22,259	FORD ESCAPE FWD – S MODEL – SPARE TIRE IS NOT STANDARD, BUT INFLATION KIT IS PROVIDED. MINI SPARE IS AVAILABLE FROM THE FACTORY OR AFTER MARKET SPARE MAY BE ADDED. CURRENTLY AVAILABLE FOR ORDERS OF 2022 MODEL.
25	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	$36,411	TRANSITS ARE NOT CURRENTLY AVAILABLE FOR ORDERING, SO PRICING IS BASED ON DRAFT PROJECTION FROM

			MANUFACTURER – MODEL PROVIDED IS 2023 W1Y – TRANSIT T-350, 130" WB, RWD, LOW ROOF, INCLUDES FRONT AND REAR A/C OPTION
50	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	$25,695	NOT CURRENTLY AVAILABLE FOR ORDER, PRICING IS BASED ON PROJECTED DRAFT PRICING. MODEL IS F-150 REG CAB 4X2, SHORT WHEELBASE. 2023 MODEL PROJECTION.

1.5.2. Phase Two (2) Evaluation Pricing:

Estimated Usage Quantity	PHASE TWO (2) Base Model Vehicle	Base Price for Phase TWO (2)	Additional Information
25	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	$22,543	FORD ESCAPE FWD – S MODEL – SPARE TIRE IS NOT STANDARD, BUT INFLATION KIT IS PROVIDED. MINI SPARE IS AVAILABLE FROM THE FACTORY OR AFTER MARKET SPARE MAY BE ADDED.
15	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	$29,223	MODEL PROVIDED IS CURRENT 2022 W1Y – TRANSIT T-350, 130" WB, RWD, LOW ROOF, INCLUDES FRONT AND REAR A/C OPTION
25	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	$24,162	MODEL IS F-150 REG CAB 4X2, SHORT WHEELBASE. CURRENT 2022 MODEL PRICING

Prepared for: , STATE OF ARIZONAAZ

2022 Escape 4dr FWD S (U0F)

Price Level: 225



Client Proposal

Prepared by:
Sandra Gonzalez
Office: 480-696-5930
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Quote ID: STATEESCAP
Date: 01/19/2022

2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

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Re: Quote ID STATEESCAP 01/19/2022

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Best Regards,

Sandra Gonzalez
GOVERNMENT AND FLEET SALES MANAGER
480-696-5930
SGONZALEZ@PEORIAFORD.COM

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2022 Escape 4dr FWD S (U0F)

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Table of Contents

Description	Page
Cover Page	1
Cover Letter	2
Table of Contents	3
As Configured Vehicle	4
Selected Equip & Specs	6
Vehicle Dimension and Performance	17
Warranty	19
Available Options	20

2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
U0F	Base Vehicle Price (U0F)	$26,010.00
Packages		
100A	Equipment Group 100A *Includes:* *- Engine: 1.5L EcoBoost* *Includes auto start-stop technology.* *- Transmission: 8-Speed Automatic* *- 3.81 Axle Ratio* *- GVWR: TBD* *- Tires: 225/65R17 AS BSW* *- Wheels: 17" Steel w/Sparkle Silver-Painted Covers* *- Cloth Front Bucket Seats* *Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline).* *- Radio: AM/FM Stereo* *Includes 6 speakers and speed compensated volume.* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition communication and entertainment system, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB port.* *- FordPass Connect* *Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).*	N/C
Powertrain		
996	Engine: 1.5L EcoBoost *Includes auto start-stop technology.*	Included
448	Transmission: 8-Speed Automatic	Included
STDAX	3.81 Axle Ratio	Included
STDGV	GVWR: TBD	Included
Wheels & Tires		
STDTR	Tires: 225/65R17 AS BSW	Included
STDWL	Wheels: 17" Steel w/Sparkle Silver-Painted Covers	Included
Seats & Seat Trim		
V	Cloth Front Bucket Seats	Included

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Price Level: 225 | Quote ID: STATEESCAP

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline).	
Other Options		
PAINT	Monotone Paint Application	STD
106WB	106" Wheelbase	STD
STDRD	Radio: AM/FM Stereo	Included
	Includes 6 speakers and speed compensated volume. *Includes:* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition communication and entertainment system, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB port.* *- FordPass Connect* *Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).*	
Emissions		
425	50-State Emissions System	STD
Interior Color		
VH_01	Dark Earth Gray	N/C
Exterior Color		
YZ_01	Oxford White	N/C
SUBTOTAL		$26,010.00
Destination Charge		$1,245.00
TOTAL		$27,255.00

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Selected Equip & Specs

Dimensions

- Exterior length: 180.5"
- Exterior width: 74.1"
- Exterior height: 66.1"
- Wheelbase: 106.7"
- Front track: 62.4"
- Rear track: 61.8"
- Turning radius: 19.2'
- Min ground clearance: 7.3"
- Front legroom: 42.4"
- Rear legroom: 40.7"
- Front headroom: 40.0"
- Rear headroom: 39.3"
- Front hiproom: 55.2"
- Rear hiproom: 53.3"
- Front shoulder room: 57.6"
- Rear shoulder room: 56.0"
- Passenger volume: 104.0cu.ft.
- Cargo volume: 37.5cu.ft.
- Cargo volume seats folded: 65.4cu.ft.
- Maximum cargo volume: 65.4cu.ft.

Powertrain

- EcoBoost 181hp 1.5L DOHC 12 valve intercooled turbo I-3 engine with Ti-VCT variable valve control, port/direct injection
- Auto stop-start feature
- Driver selectable mode
- Recommended fuel : premium unleaded
- LEV3-SULEV30
- 8 speed automatic transmission with overdrive
- Front-wheel drive
- Limited slip differential
- Fuel Economy City: 28 mpg
- Fuel Economy Highway: 34 mpg
- Capless fuel filler

Suspension/Handling

- Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- Rear independent short and long arm suspension with anti-roll bar, gas-pressurized shocks
- Speed-sensing electric power-assist rack-pinion Steering
- Front and rear 17 x 7 steel wheels
- P225/65HR17 BSW AS front and rear tires

Body Exterior

- 4 doors
- Driver and passenger power remote, manual folding door mirrors
- Black door mirrors
- Lip rear spoiler
- Body-coloured bumpers
- Clearcoat paint
- Front and rear 17 x 7 wheels

Convenience

- Manual air conditioning with air filter
- Cruise control with steering wheel controls
- Power windows
- Driver 1-touch down
- Remote power door locks with 2 stage unlock and illuminated entry
- Manual tilt steering wheel

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Selected Equip & Specs (cont'd)

- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- 2 1st row LCD monitors
- Dual visor mirrors
- Driver and passenger door bins
- Day-night rearview mirror
- 911 Assist emergency SOS
- AppLink smart device integration
- Front and rear cupholders
- Full floor console
- Rear door bins

Seats and Trim

- Seating capacity of 5
- 6-way driver seat adjustment
- 4-way passenger seat adjustment
- 60-40 folding rear split-bench seat
- Metal-look/piano black instrument panel insert
- Metal-look gear shifter material
- Front bucket seats
- Manual height adjustable driver seat
- Centre front armrest
- Cloth seat upholstery
- Metal-look console insert

Entertainment Features

- AM/FM stereo radio with radio data system
- Steering wheel mounted radio controls
- Streaming audio
- SYNC external memory control
- 6 speakers
- Integrated roof antenna

Lighting, Visibility and Instrumentation

- Halogen projector beam headlights
- Auto on/off headlights
- Variable intermittent front windshield wipers
- Fixed interval rear windshield wiper
- Fixed rearmost windows
- Front and rear reading lights
- Compass
- Camera(s) - rear
- Trip computer
- Lane departure
- Delay-off headlights
- LED brakelights
- Speed sensitive wipers
- Rear window defroster
- Light tinted windows
- Tachometer
- Outside temperature display
- Low tire pressure warning
- Trip odometer
- Ford Co-Pilot360 - BLIS (Blind Spot Information System) blind spot

Safety and Security

- 4-wheel ABS brakes
- Electric parking brake
- AdvanceTrac w/Roll Stability Control Electronic stability control
- Dual front impact airbag supplemental restraint system
- Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- Brake assist with hill hold control
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Knee airbag supplemental restraint system

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Selected Equip & Specs (cont'd)

- Airbag supplemental restraint system occupancy sensor
- Power remote door locks with 2 stage unlock and panic alarm
- MyKey restricted driving mode
- 3 manually adjustable rear head restraints
- Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature
- Remote activated perimeter/approach lighting
- With SecuriLock immobilizer and stolen vehicle tracking system
- Manually adjustable front head restraints
- Ford Co-Pilot360 - BLIS (Blind Spot Information System) blind spot

Dimensions

General Weights

Curb	3,298 lbs.

General Trailering

Towing capacity	2000 lbs.	GCWR	6660 lbs.

Fuel Tank type

Capacity	14.79 gal.	Capless fuel filler	Yes

Off Road

Min ground clearance	7 "

Interior cargo

Cargo volume	37.5 cu.ft.	Cargo volume seats folded	65.4 cu.ft.
Maximum cargo volume	65.4 cu.ft.	Height	34.8 "
Length	68.5 "	Length to rear seat	37.8 "
Minimum width	41.4 "	Maximum width	57.3 "

Powertrain

Engine Type

Brand	EcoBoost	Block material	Aluminum
Cylinders	I-3	Head material	Aluminum
Ignition	Spark	Injection	Port/direct injection
Liters	1.5L	Orientation	Transverse
Recommended fuel	Premium unleaded	Valves per cylinder	4
Valvetrain	DOHC	Variable valve control	Ti-VCT
Forced induction	Intercooled turbo		

Engine Spec

Bore	3.31"	Compression ratio	11.0:1
Displacement	91 cu.in.	Stroke	3.54"

Engine Power

Output	181 HP @ 6,000 RPM	Torque	190 ft.-lb @ 3,000 RPM

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Selected Equip & Specs (cont'd)

Alternator

Amps	0

Battery

Run down protection	Yes

Engine Extras

Auto stop-start feature	Yes	Driver selectable mode	Yes

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	8
Type	Automatic		

Transmission Gear Ratios

1st	4.69	2nd	3.31
3rd	3.01	4th	1.92
5th	1.45	6th	1
7th	0.75	8th	0.62
Reverse Gear ratios	2.96		

Transmission Extras

Driver selectable mode	Yes	Oil cooler	Regular duty

Drive Type

Type	Front-wheel

Drive Feature

Limited slip differential	Brake actuated	Traction control	ABS and driveline

Drive Axle

Ratio	3.81

Exhaust

Material	Stainless steel	System type	Quasi-dual
Tailpipe finisher	Chrome		

Emissions

CARB	LEV3-SULEV30	EPA	Tier 3 Bin 30

fuel Economy

City	28 mpg	Highway	34 mpg
Fuel type	Gasoline	Combined	30 mpg

Acceleration

0-60 mph (s)	8.46

1/4 Mile

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Selected Equip & Specs (cont'd)

Seconds 16.2
Speed 88 mph

Skid Pad

Lateral acceleration (g) 0.8

Slalom

Speed 59 mph

Green Values

Energy Impact Score (Barrels per year) 11.0
Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year) 5.8

Driveability

Brakes

ABS 4-wheel
ABS channels 4
Type 4-wheel disc
Vented discs Front
Electric parking brake Yes

Brake Assistance

Brake assist Yes
Hill hold control Yes

Suspension Control

Ride Regular
Electronic stability control Stability control with anti-roll

Front Suspension

Independence Independent
Type Strut
Anti-roll bar Regular

Front Spring

Type Coil
Grade Regular

Front Shocks

Type Gas-pressurized

Rear Suspension

Independence Independent
Type Short and long arm
Anti-roll bar Regular

Rear Spring

Type Coil
Grade Regular

Rear Shocks

Type Gas-pressurized

Steering

Speed-sensing Yes
Activation Electric power-assist
Type Rack-pinion

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Selected Equip & Specs (cont'd)

Steering Specs

# of wheels	2

Exterior

Front Wheels

Diameter	17"	Width	7.00"

Rear Wheels

Diameter	17"	Width	7.00"

Front and Rear Wheels

Material	Steel	Covers	Full wheel

Front Tires

Aspect	65	Diameter	17"
Sidewalls	BSW	Speed	H
Tread	AS	Type	P
Width	225mm		

Rear Tires

Aspect	65	Diameter	17"
Sidewalls	BSW	Speed	H
Tread	AS	Type	P
Width	225mm		

Wheels

Front track	62.4"	Rear track	61.8"
Turning radius	19.2'	Wheelbase	106.7"

Body Features

Rear spoiler	Lip	Body material	Fully galvanized steel
Side impact beams	Yes	Active grille shutters	Yes

Body Doors

Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Cargo	Liftgate

Exterior Dimensions

Length	180.5"	Body width	74.1"
Body height	66.1"		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted

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Selected Equip & Specs (cont'd)

Occupancy sensor ..... Yes
Overhead ..... Safety Canopy System curtain 1st and 2nd row
Passenger front-impact ..... Yes
Passenger side-impact ..... Seat mounted
Knee ..... Driver

Seatbelt

Rear centre 3 point ..... Yes
Height adjustable ..... Front
Pre-tensioners ..... Front
Pre-tensioners (#) 2

Security

Immobilizer ..... SecuriLock
Panic alarm ..... Yes
Restricted driving mode ..... MyKey

Seating

Passenger Capacity

Capacity 5

Front Seats

Split ..... Buckets
Type ..... Bucket

Driver Seat

Fore/aft ..... Manual
Height adjustable ..... Manual
Reclining ..... Manual
Way direction control 6

Passenger seat

Fore/aft ..... Manual
Reclining ..... Manual
Way direction control 4

Front Head Restraint

Control ..... Manual
Type ..... Adjustable

Front Armrest

Centre ..... Yes

Rear Seats

Descriptor ..... Split-bench
Facing ..... Front
Folding 60-40
Folding position ..... Fold forward seatback
Type ..... Fixed
Reclining ..... Manual
Fore/aft ..... Manual

Rear Head Restraints

Control ..... Manual
Type ..... Adjustable
Number 3

Front Seat Trim

Material ..... Cloth
Back material ..... Cloth

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Selected Equip & Specs (cont'd)

Rear Seat Trim Group

Material	Cloth
Back material	Carpet

Convenience

AC And Heat Type

Air conditioning	Manual
Air filter	Yes
Underseat ducts	Yes

Audio System

Radio	AM/FM stereo
Radio data system	Yes
Radio grade	Regular
Seek-scan	Yes
External memory control	SYNC
Internet radio	Yes

Audio Speakers

Speaker type	Regular
Speakers	6

Audio Controls

Speed sensitive volume	Yes
Steering wheel controls	Yes
Voice activation	Yes
Streaming audio	Bluetooth yes

Audio Antenna

Type	Integrated roof

LCD Monitors

1st row	2
Primary monitor size (inches)	4.2

Cruise Control

Cruise control	With steering wheel controls

Convenience Features

Driver foot rest	Yes
Retained accessory power	Yes
12V DC power outlet	3
Emergency SOS	911 Assist
Wireless phone connectivity	Bluetooth
Smart device integration	App link

Door Lock Activation

Type	Power with 2 stage unlock
Remote	Keyfob (all doors)
Integrated key/remote	Yes
Auto locking	Yes

Door Lock Type

Rear child safety	Manual
Tailgate/rear door lock	Included with power door locks

Door Locks Extra FOB Controls

Remote engine start	Smart device only

Instrumentation Type

Appearance	Analog

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Selected Equip & Specs (cont'd)

Instrumentation Gauges

Tachometer	Yes	Engine temperature	Yes

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Low washer fluid	Yes	Lighting malfunction	Yes
Door ajar	Yes	Rear cargo ajar	Yes
Service interval	Yes	Brake fluid	Yes
Low tire pressure	Tire specific		

Instrumentation Displays

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
Camera(s) - rear	Yes		

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
Lane departure	Active	Blind spot	Warning
Forward collision	Mitigation	Rear collision	Warning
Pedestrian detection	Prevention		

Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

Window 1st row activation	Power

Windows Rear Side

2nd row activation	Power	3rd row activation	Fixed

Window Features

1-touch down	Driver	Tinted	Light

Front Windshield

Wiper	Variable intermittent	Speed sensitive wipers	Yes

Rear Windshield

Wiper	Fixed interval	Defroster	Yes
Window	Fixed		

Interior

Driver Visor

Mirror	Yes

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Selected Equip & Specs (cont'd)

Passenger Visor

Mirror	Yes

Rear View Mirror

Day-night	Yes

Headliner

Coverage	Full	Material	Cloth

Floor Trim

Coverage	Full	Covering	Carpet
Mats	Carpet front and rear		

Trim Feature

Instrument panel insert	Metal-look/piano black	Gear shifter material	Metal-look
Door panel insert	Metal-look	Console insert	Metal-look
Interior accents	Metal-look		

Lighting

Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Rear reading	Yes
Ignition switch	Yes	Variable IP lighting	Yes

Floor Console Storage

Storage	Covered	Type	Full

Overhead Console Storage

Storage	Yes	Type	Mini

Storage

Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Yes	Passenger door bin	Yes
Rear yes	Yes	Rear door bins	Yes

Cargo Space Trim

Floor	Carpet	Trunk lid/rear cargo door	Plastic

Cargo Space Feature

Tie downs	Yes	Light	Yes
Concealed storage	Yes	Tire mobility kit	Yes

Legroom

Front	42.4"	Rear	40.7"

Headroom

Front	40.0"	Rear	39.3"

Hip Room

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Selected Equip & Specs (cont'd)

Front	55.2"	Rear	53.3"

Shoulder Room

Front	57.6"	Rear	56.0"

Interior Volume

Passenger volume	104.0 cu.ft.

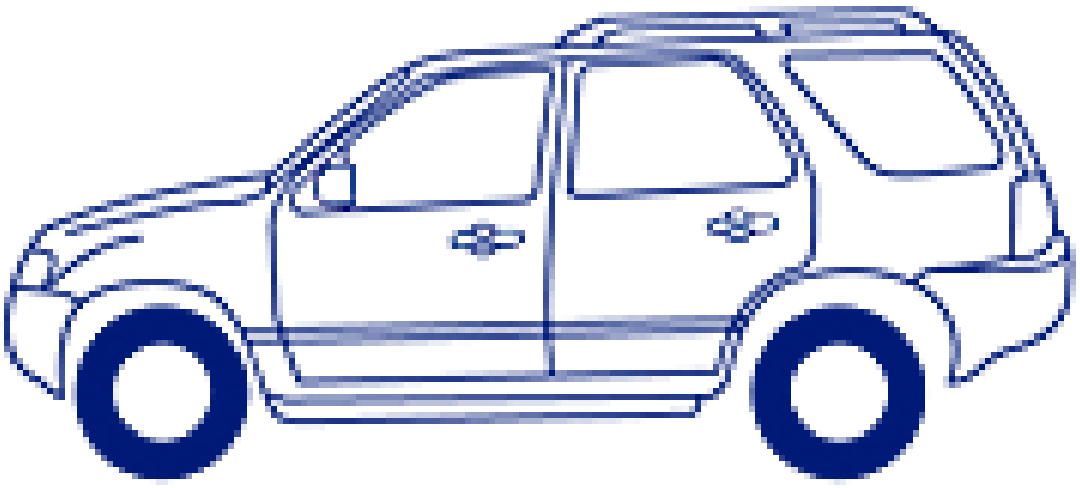
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Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR	N/A lbs

GVW	Totals
1 Payload - (Added Equipment)	0 lbs
Occupants Weight	750 lbs
Curb Weight (as configured)	3,298 lbs
TOTAL	**4,048 lbs**

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Vehicle Dimension and Performance Summary (cont'd)

Payload	0 lbs
Useable Payload	-750 lbs

Useable Payload (-750 lbs) exceeds Payload (0 lbs).

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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Warranty

Standard Warranty

Basic

Distance ..... 36,000 miles Months ..... 36 months

Powertrain

Distance ..... 60,000 miles Months ..... 60 months

Corrosion Perforation

Distance ..... Unlimited miles Months ..... 60 months

Roadside Assistance

Distance ..... 60,000 miles Months ..... 60 months

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Available Options

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Packages			
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		Includes: *- Engine: 1.5L EcoBoost* *Includes auto start-stop technology.* *- Transmission: 8-Speed Automatic* *- 3.81 Axle Ratio* *- GVWR: TBD* *- Tires: 225/65R17 AS BSW* *- Wheels: 17" Steel w/Sparkle Silver-Painted Covers* *- Cloth Front Bucket Seats* *Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline).* *- Radio: AM/FM Stereo* *Includes 6 speakers and speed compensated volume.* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition communication and entertainment system, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB port.* *- FordPass Connect* *Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).*	
Powertrain			
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☑	448	Transmission: 8-Speed Automatic	STD
☑	STDAX	3.81 Axle Ratio	STD
☑	STDGV	GVWR: TBD	STD
Wheels & Tires			
☑	STDTR	Tires: 225/65R17 AS BSW	STD
☑	STDWL	Wheels: 17" Steel w/Sparkle Silver-Painted Covers	STD

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Available Options (cont'd)

Selected	Code	Description	MSRP
☐	64U	Wheels: 17" Shadow Silver-Painted Aluminum	$595.00
☐	51U	Mini Spare Wheel	$110.00
	Replaces tire inflator and sealant kit.		
	Includes mini spare tire, wheel nut wrench and jack.		

Seats & Seat Trim

☑	V	Cloth Front Bucket Seats	STD
	Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline).		

Other Options

☑	PAINT	Monotone Paint Application	STD
☑	106WB	106" Wheelbase	STD
☑	STDRD	Radio: AM/FM Stereo	STD
	Includes 6 speakers and speed compensated volume. *Includes:* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition communication and entertainment system, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB port.* *- FordPass Connect* *Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).*		
☐	41H	Engine Block Heater	$150.00
☐	153	Front License Plate Bracket	N/C
	Standard in states requiring two license plates and optional to all others.		
☐	47B	Easy Access Cargo Shade	$135.00

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	50B	Front & Rear Floor Liners w/Carpet Mats *Includes standard front and rear carpeted floor mats.*	$200.00
☐	50C	Front & Rear Floor Liners w/o Carpet Mats *Deletes standard front and rear carpeted floor mats.*	$160.00
☐	50Q	Cargo Mat	$100.00
☐	63E	Remote Start System *Long range with confirmation. Includes 2 separate key fobs.*	$495.00
☐	63C	Splash Guards	$210.00

Dealer Installed Options

☐	FHLAH	Cargo Organizer, Soft-Sided Cooler Bag *Includes adjustable carrying strap and Ford logo. Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$35.00
☐	BECAG	Cargo Organizer, Soft-Sided Large, Folding *Includes Ford logo. Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$90.00
☐	BECAF	Cargo Organizer, Soft-Sided Standard, Folding *Includes Ford logo. Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$80.00
☐	J4JAE	Center Console In-Vehicle Safe by Console Vault *Includes coded lock. Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$380.00
☐	AHQAB	First Aid Kit *Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$50.00

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	AHMAB	Road Side Assistance Kit *Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$70.00
☐	D5EAD	Wheel-Locking Lug Nuts *Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$75.00

Fleet Options

☐	942	Daytime Running Lamps (DRL) Requires valid FIN code. *Non-configurable. Replaces the standard Configurable Daytime Running Lamps (DRL).*	$45.00
☐	924	Privacy Glass Requires valid FIN code. *2nd row side and liftgate.*	$270.00
☐	60S	Reverse Parking Sensor Requires valid FIN code.	$245.00
☐	96B	Decal Option Up To 8 Square Feet Material Requires valid FIN code. *Minimum annual order of 25 units. For order process details, go to www.fordcommercialgraphics.com.*	N/A
☐	96C	Decal Option Up To 12 Square Feet Material Requires valid FIN code. *Minimum annual order of 25 units. For order process details, go to www.fordcommercialgraphics.com.*	N/A
☐	96D	Decal Option Up To 18 Square Feet Material Requires valid FIN code. *Minimum annual order of 25 units. For order process details, go to www.fordcommercialgraphics.com.*	N/A

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	96E	Decal Option Up To 25 Square Feet Material Requires valid FIN code. *Minimum annual order of 25 units. For order process details, go to www.fordcommercialgraphics.com.*	N/A
☐	96F	Decal Option Up To 40 Square Feet Material Requires valid FIN code. *Minimum annual order of 25 units. For order process details, go to www.fordcommercialgraphics.com.*	N/A
☐	96G	Decal Option Up To 55 Square Feet Material Requires valid FIN code. *Minimum annual order of 25 units. For order process details, go to www.fordcommercialgraphics.com.*	N/A
☐	D9U	Built: Louisville Plant	N/C
☐	31L	Ship Thru: Auto Truck	N/C
☐	31N	Ship Thru: Monroe Truck Equipment Inc.	N/C
☐	31F	Ship-Thru: National Fleet Services	$0.00
☐	31P	Ship-Thru: PalFleet Truck Equipment	N/C
☐	31K	Ship-Thru: Knapheide Truck Equipment	$0.00
☐	31M	Ship-Thru: Manning Truck Equipment	N/C
☐	31V	Ship-Thru: Adrian Steel	$0.00
☐	31J	Ship-Thru: Knapheide - IN	N/C

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	31C	Ship-Thru: KC Truck Systems Inc.	$0.00
☐	31U	Ship-Thru: General Truck Body	N/C
☐	FLADCR	Fleet Advertising Credit	$0.00
☐	FINAL2	Fleet Final Order Date: TBD	N/C
☐	56M	Ford US National Fleet Incentives Ford US National - 10/04/21	$0.00
Emissions			
☑	425	50-State Emissions System	STD
General Info			
☐	ORDER1	Initial Order Date: 08/16/2021	N/C
☐	START1	Start-Up Date: 11/24/2021	N/C
☐	FINAL1	Final Order Date: TBD	N/C
☐	BUILD1	Build-Out Date: TBD	N/C

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220



Client Proposal

Prepared by:
Sandra Gonzalez
Office: 480-696-5930
Email: SGONZALEZ@PEORIAFORD.COM
Date: 01/19/2022

2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Re: Vehicle Proposal 01/19/2022

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Best Regards,

Sandra Gonzalez
GOVERNMENT AND FLEET SALES MANAGER
480-696-5930
SGONZALEZ@PEORIAFORD.COM

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Table of Contents

Description	Page
Cover Page	1
Cover Letter	2
Table of Contents	3
As Configured Vehicle	4
Selected Equip & Specs	7
Vehicle Dimension and Performance	16

2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1Y	Base Vehicle Price (W1Y)	$38,125.00
Packages		
101A	Order Code 101A *Includes:* *- Engine: 3.5L PFDi V6 Flex-Fuel* *Includes port injection.* *- Auto Start-Stop Switch Delete* *Deletes button on dash which disables auto start-stop technology. Deletes auto stop-start technology disable button on dash, however, the feature remains permanently active.* *- Transmission: 10-Spd Automatic w/OD & SelectShift* *Includes auxiliary transmission oil cooler.* *- 3.73 Axle Ratio* *- GVWR: 9,500 lbs* *- Tires: 235/65R16C 121/119 R AS BSW* *- Wheels: 16" Silver Steel w/Black Hubcap* *- Dark Palazzo Gray Vinyl Bucket Seats* *Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest only.* *- Vinyl Front Bucket Seats* *- Radio: AM/FM Stereo* *Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front).*	N/C
Powertrain		
998	Engine: 3.5L PFDi V6 Flex-Fuel *Includes port injection.* *Includes:* *- Auto Start-Stop Switch Delete* *Deletes button on dash which disables auto start-stop technology. Deletes auto stop-start technology disable button on dash, however, the feature remains permanently active.*	Included
44U	Transmission: 10-Spd Automatic w/OD & SelectShift *Includes auxiliary transmission oil cooler.*	Included
X73	3.73 Axle Ratio	Included
STDGV	GVWR: 9,500 lbs	Included
57A	Auto Start-Stop Switch Delete *Deletes button on dash which disables auto start-stop technology. Deletes auto stop-start technology disable button on dash, however, the feature remains permanently active.*	Included
Wheels & Tires		
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

As Configured Vehicle (cont'd)

Code	Description	MSRP
Seats & Seat Trim		
V	Vinyl Front Bucket Seats	Included
21G	Dark Palazzo Gray Vinyl Bucket Seats *Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest only.*	Included
Other Options		
PAINT	Monotone Paint Application	STD
130WB	130" Wheelbase	STD
60C	Cruise Control w/Adjustable Spd Limiting Device (ASLD) *The ASLD feature is great for city driving; it allows the driver to set an upper speed limit for the vehicle. If the vehicle begins to approach the upper speed limit then audible and visual warning are given.*	$325.00
57G	Driver Controlled Front/Rear Aux A/C & Heater *Heat is distributed from rear of front-passenger seat. A/C is distributed from the rear of van.*	$860.00
58U	Radio: AM/FM Stereo *Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front).*	Included
Fleet Options		
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. *Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*	N/C
Emissions		
425	50-State Emissions System	STD
Interior Color		
VK_01	Dark Palazzo Gray	N/C

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

As Configured Vehicle (cont'd)

Code	Description	MSRP
Exterior Color		
YZ_01	Oxford White	N/C
SUBTOTAL		$39,310.00
Destination Charge		$1,695.00
TOTAL		$41,005.00

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs

Dimensions

- Exterior length: 219.9"
- Exterior width: 81.3"
- Exterior height: 83.9"
- Wheelbase: 130.0"
- Front track: 68.2"
- Rear track: 68.6"
- Turning radius: 21.5'
- Front legroom: 41.3"
- Front headroom: 40.8"
- Front hiproom: 60.7"
- Front shoulder room: 67.9"
- Cargo volume: 246.7cu.ft.

Powertrain

- 275hp 3.5L DOHC 24 valve V-6 engine with variable valve control, port/direct injection
- Recommended fuel : regular unleaded
- ULEV II
- 10 speed automatic transmission with overdrive
- Rear-wheel drive
- Fuel Economy Cty: N/A
- Fuel Economy Highway: N/A
- Capless fuel filler

Suspension/Handling

- Front independent strut suspension with anti-roll bar
- Rear rigid axle leaf spring suspension with regular shocks
- Electric power-assist rack-pinion Steering
- Front and rear 16 x 6.5 argent steel wheels
- LT235/65SR16 CBSW AS front and rear tires

Body Exterior

- 3 doors
- Sliding right rear passenger
- Driver and passenger power remote, manual folding door mirrors
- Black door mirrors
- Black bumpers
- Clearcoat paint
- Front and rear 16 x 6.5 wheels
- 1 rear tow hook(s)

Convenience

- Manual air conditioning
- * **Rear HVAC**
- * **Cruise control with steering wheel controls**
- * **Ford Co-Pilot360 - ACC with ASLD distance pacing**
- Power front windows
- Driver 1-touch down
- Remote power door locks with 2 stage unlock and illuminated entry
- Manual tilt steering wheel
- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Emergency SOS
- Wireless phone connectivity
- 1 1st row LCD monitor
- Front cupholders
- Driver and passenger door bins

Seats and Trim

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

- Seating capacity of 2
- 4-way driver seat adjustment
- Driver armrest
- Front bucket seats
- 4-way passenger seat adjustment
- Metal-look instrument panel insert

Entertainment Features

- AM/FM stereo radio
- External memory control
- 4 speakers
- Fixed antenna
- Auxiliary audio input
- Steering wheel mounted radio controls
- Streaming audio

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Auto on/off headlights
- Light tinted windows
- Tachometer
- Low tire pressure warning
- Lane departure
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Camera(s) - rear
- Trip odometer

Safety and Security

- 4-wheel ABS brakes
- Electric parking brake
- Ford Co-Pilot360 w/Side Wind Stabilization Electronic stability control
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- Power remote door locks with 2 stage unlock and panic alarm
- Manually adjustable front head restraints
- Brake assist with hill hold control
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- SecuriLock immobilizer
- Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature

Dimensions

General Weights

Curb	4,985 lbs.
Payload	4,460 lbs.
GVWR	9,500 lbs.

Front Weights

Front GAWR	4,130 lbs.

Rear Weights

Rear GAWR	5,750 lbs.

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

General Trailering

Towing capacity	5300 lbs.	GCWR	10800 lbs.

Fuel Tank type

Capacity	25.1 gal.	Capless fuel filler	Yes

Off Road

Load floor height	29 "

Interior cargo

Cargo volume	246.7 cu.ft.	Height	56.9 "
Length	126.0 "	Minimum width	54.8 "
Maximum width	70.2 "		

Powertrain

Engine Type

Block material	Aluminum	Cylinders	V-6
Head material	Aluminum	Ignition	Spark
Injection	Port/direct injection	Liters	3.5L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC
Variable valve control	Yes		

Engine Spec

Bore	3.64"	Compression ratio	11.8:1
Displacement	213 cu.in.	Stroke	3.41"

Engine Power

Output	275 HP @ 6,250 RPM	Torque	260 ft.-lb @ 4,000 RPM

Alternator

Amps	250

Battery

Amp hours	70	Run down protection	Yes

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.689	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

9th 0.689
10th 0.636
Reverse Gear ratios 4.866

Transmission Extras

* **Sequential shift control** **Yes**
Oil cooler Regular duty

Drive Type

Type Rear-wheel

Drive Feature

Traction control ABS and driveline

Drive Axle

Ratio 3.73

Exhaust

Material Stainless steel
System type Single

Emissions

CARB ULEV II
EPA Tier 2 Bin 5

fuel Economy

Fuel type Gasoline

Fuel Economy (Alternate 1)

Fuel type E85

Driveability

Brakes

ABS 4-wheel
ABS channels 4
Type 4-wheel disc
Vented discs Front
Electric parking brake Yes

Brake Assistance

Brake assist Yes
Hill hold control Yes

Suspension Control

Ride Regular
Electronic stability control Stability control with anti-roll

Front Suspension

Independence Independent
Type Strut
Anti-roll bar Regular

Front Spring

Type Coil
Grade Regular

Front Shocks

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

Type ..... Regular

Rear Suspension

Independence ..... Rigid axle
Type ..... Leaf

Rear Spring

Type ..... Leaf
Grade ..... Regular

Rear Shocks

Type ..... HD

Steering

Activation ..... Electric power-assist
Type ..... Rack-pinion

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter ..... 16"
Width ..... 6.50"

Rear Wheels

Diameter ..... 16"
Width ..... 6.50"

Spare Wheels

Wheel material ..... Steel

Front and Rear Wheels

Appearance ..... Argent
Material ..... Steel
Covers ..... Hub

Front Tires

Aspect 65
Diameter ..... 16"
Sidewalls ..... BSW
Speed ..... S
Tread ..... AS
Type ..... LT
Width 235mm
LT load rating C
RPM 720

Rear Tires

Aspect 65
Diameter ..... 16"
Sidewalls ..... BSW
Speed ..... S
Tread ..... AS
Type ..... LT
Width 235mm
LT load rating C
RPM 720

Spare Tire

Mount ..... Underbody w/crankdown
Type ..... Full-size

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

Wheels

Front track	68.2"	Rear track	68.6"
Turning radius	21.5'	Wheelbase	130.0"

Body Features

Front license plate bracket	Yes	Body material	Fully galvanized steel
Side impact beams	Yes	Rear tow hook(s)	1

Body Doors

Door count	3	Right rear passenger	Sliding
Cargo	Split swing-out		

Exterior Dimensions

Length	219.9"	Body width	81.3"
Body height	83.9"	Front bumper to Front axle	40.3"
Side door opening height	49.6"	Side door opening width	51.2"
Rear door opening height	49.5"	Rear door opening width	61.7"
Rear door opening degree	180.0		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Safety Canopy System curtain 1st row
Passenger front-impact	Cancellable	Passenger side-impact	Seat mounted

Seatbelt

Height adjustable	Front	Pre-tensioners	Front
Pre-tensioners (#)	2		

Security

Immobilizer	SecuriLock	Panic alarm	Yes

Seating

Passenger Capacity

Capacity	2

Front Seats

Split	Buckets	Type	Bucket

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Passenger seat

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

Fore/aft ..... Manual
Way direction control 4
Reclining ..... Manual

Front Head Restraint

Control ..... Manual
Type ..... Adjustable

Front Armrest

Driver ..... Yes

Front Seat Trim

Material ..... Vinyl
Back material ..... Vinyl

Convenience

AC And Heat Type

Air conditioning ..... Manual
* **Underseat ducts** ..... **Yes**
* **Rear HVAC** ..... **Yes**

Audio System

Auxiliary audio input ..... Yes
Radio grade ..... Regular
External memory control ..... External memory control
Radio ..... AM/FM stereo
Seek-scan ..... Yes

Audio Speakers

Speaker type ..... Regular
Speakers 4

Audio Controls

Steering wheel controls ..... Yes
Streaming audio ..... Bluetooth yes

Audio Antenna

Type ..... Fixed

LCD Monitors

1st row 1
Primary monitor size (inches) 4

Cruise Control

* **Cruise control** ..... **With steering wheel controls**
* **Distance pacing** ..... **Ford Co-Pilot360 - ACC with ASLD**

Convenience Features

Driver foot rest ..... Yes
Emergency SOS ..... Integrated
12V DC power outlet 2
Wireless phone connectivity ..... Bluetooth

Door Lock Activation

Type ..... Power with 2 stage unlock
Integrated key/remote ..... Yes
Remote ..... Keyfob (all doors)
Auto locking ..... Yes

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

Door Lock Type

Tailgate/rear door lock: Included with power door locks

Instrumentation Type

Appearance: Analog

Instrumentation Gauges

Tachometer: Yes
Engine temperature: Yes

Instrumentation Warnings

Oil pressure: Yes
Battery: Yes
Key: Yes
Door ajar: Yes
Service interval: Yes
Low tire pressure: Yes
Engine temperature: Yes
Lights on: Yes
Low fuel: Yes
Rear cargo ajar: Yes
Brake fluid: Yes

Instrumentation Displays

Clock: In-radio display
Camera(s) - rear: Yes
Systems monitor: Yes

Instrumentation Feature

Trip odometer: Yes
Forward collision: Mitigation
Lane departure: Warning

Steering Wheel Type

Material: Urethane
Telescoping: Manual
Tilting: Manual

Front Side Windows

Window 1st row activation: Power

Window Features

1-touch down: Driver
Laminated glass: Yes
Tinted: Light

Front Windshield

Wiper: Variable intermittent

Interior

Headliner

Coverage: Front
Material: Cloth

Floor Trim

Coverage: Front
Covering: Vinyl/rubber

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

Trim Feature

Instrument panel insert ..... Metal-look
Gear shifter material ..... Urethane

Lighting

Dome light type ..... Fade
Front reading ..... Yes
Illuminated entry ..... Yes
Variable IP lighting ..... Yes

Floor Console Storage

Storage ..... Yes
Type ..... Partial

Storage

Driver door bin ..... Yes
Front Beverage holder(s) ..... Yes
Glove box ..... Locking
Passenger door bin ..... Yes
Instrument panel ..... Bin

Cargo Space Feature

Light ..... Yes

Legroom

Front ..... 41.3"

Headroom

Front ..... 40.8"

Hip Room

Front ..... 60.7"

Shoulder Room

Front ..... 67.9"

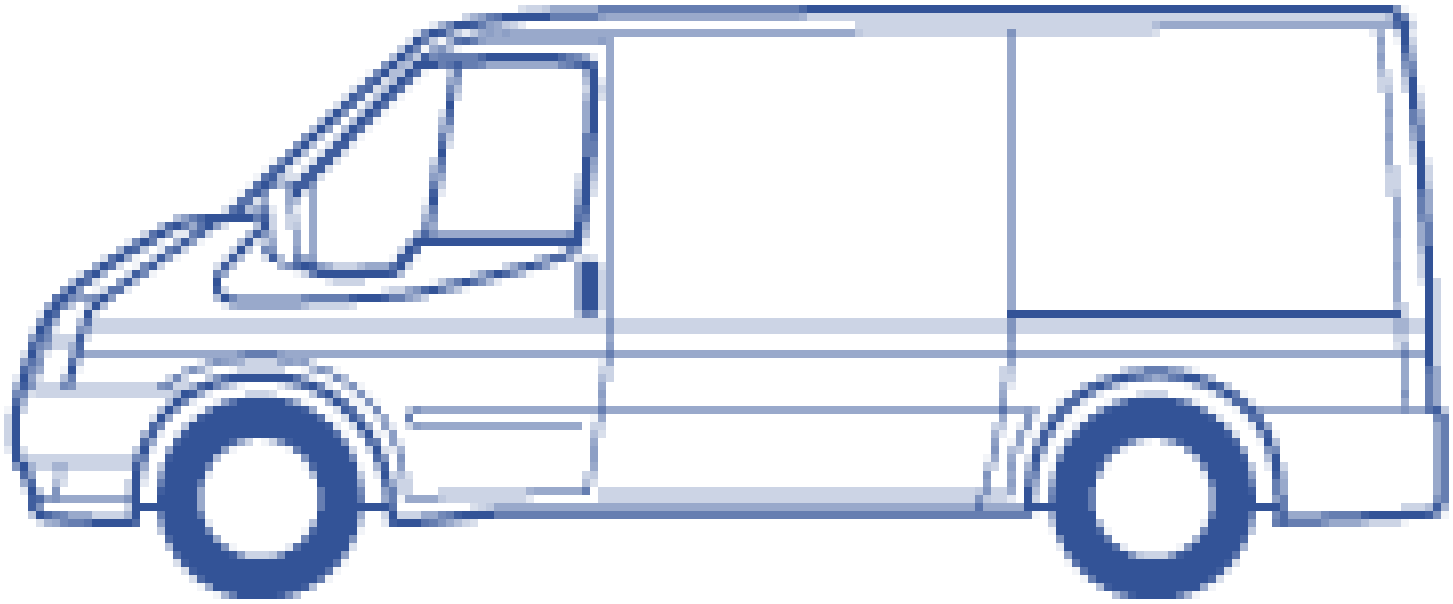
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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Vehicle Dimension and Performance Summary (cont'd)

Light Duty

GVWR	9,500 lbs

GVW Totals

1 Payload - (Added Equipment)	0 lbs
Occupants Weight	300 lbs
Curb Weight (as configured)	4,985 lbs
TOTAL	**5,285 lbs**
Payload	4,460 lbs
Useable Payload	4,160 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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Prepared for: , STATE OF ARIZONAAZ

2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225



Client Proposal

Prepared by:
Sandra Gonzalez
Office: 480-696-5930
Email: SGONZALEZ@PEORIAFORD.COM

Quote ID: F150STATE
Date: 01/19/2022

2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

, STATE OF ARIZONAAZ

Re: Quote ID F150STATE 01/19/2022

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Best Regards,

Sandra Gonzalez
GOVERNMENT AND FLEET SALES MANAGER
480-696-5930
SGONZALEZ@PEORIAFORD.COM

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Table of Contents

Description	Page
Cover Page	1
Cover Letter	2
Table of Contents	3
As Configured Vehicle	4
Selected Equip & Specs	6
Vehicle Dimension and Performance	16
Warranty	18

2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F1C	Base Vehicle Price (F1C)	$29,990.00
Packages		
100A	Equipment Group 100A Standard *Includes:* *- Engine: 3.3L V6 PFDI* *Includes auto start-stop technology and flex-fuel capability.* *- Transmission: Electronic 10-Speed Automatic* *Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.* *- 3.55 Axle Ratio* *- GVWR: 6,010 lbs Payload Package* *- Tires: 245/70R17 BSW A/S* *- Wheels: 17" Silver Steel* *- Cloth 40/20/40 Front Seat* *Includes 2-way manual driver/passenger adjustment and armrest.* *- Radio: AM/FM Stereo w/4 Speakers* *Includes auxiliary audio input jack.* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.*	N/C
Powertrain		
99B	Engine: 3.3L V6 PFDI *Includes auto start-stop technology and flex-fuel capability.*	Included
44G	Transmission: Electronic 10-Speed Automatic *Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.*	Included
X19	3.55 Axle Ratio	Included
STDGV	GVWR: 6,010 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: 245/70R17 BSW A/S	Included
64C	Wheels: 17" Silver Steel	Included
Seats & Seat Trim		
C	Cloth 40/20/40 Front Seat *Includes 2-way manual driver/passenger adjustment and armrest.*	Included
Other Options		
122WB	122" Wheelbase	STD

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/4 Speakers *Includes auxiliary audio input jack.* *Includes:* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.*	Included
85A	XL Power Equipment Group *Includes:* *- Power Glass Sideview Mirrors w/Black Skull Caps* *Includes heat and manual-folding.* *- Illuminated Entry* *- MyKey* *- Perimeter Alarm* *- Power Door Locks* *Includes flip key and integrated key transmitter keyless-entry (includes Autolock).* *- Power Tailgate Lock* *- Power Front Windows*	$970.00

Fleet Options

50S	Cruise Control Requires valid FIN code.	$225.00
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. *Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*	N/C

Interior Color

CS_01	Black	N/C

Exterior Color

YZ_01	Oxford White	N/C

SUBTOTAL	$31,185.00
Destination Charge	$1,695.00
TOTAL	$32,880.00

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs

Dimensions

- Exterior length: 209.1"
- Exterior width: 79.9"
- Exterior height: 75.6"
- Wheelbase: 122.0"
- Turning radius: 20.6'
- Min ground clearance: 8.7"
- Front legroom: 43.9"
- Front headroom: 40.8"
- Front hiproom: 62.5"
- Front shoulder room: 66.7"
- Passenger volume: 64.7cu.ft.
- Approach angle: 24.8 deg
- Departure angle: 24.6 deg
- Maximum cargo volume: 8.8cu.ft.
- Box length: 78.0"

Powertrain

- 290hp 3.3L DOHC 24 valve V-6 engine with Ti-VCT variable valve control, port/direct injection
- Auto stop-start feature
- Driver selectable mode
- Recommended fuel : regular unleaded
- LEV3-ULEV70
- 10 speed automatic transmission with overdrive
- Rear-wheel drive
- Fuel Economy City: 19 mpg
- Fuel Economy Highway: 24 mpg
- Capless fuel filler

Suspension/Handling

- Front independent double wishbone suspension with anti-roll bar, gas-pressurized shocks
- Rear rigid axle leaf spring suspension with gas-pressurized shocks
- Electric power-assist rack-pinion Steering
- Front and rear 17 x 7.5 silver steel wheels
- P245/70SR17 BSW AS front and rear tires

Body Exterior

- 2 doors
- * **Driver and passenger power remote heated, manual folding door mirrors**
- Black door mirrors
- Black bumpers
- Bed-rail protectors
- Easy lift tailgate
- Trailer harness
- Box style: regular
- Clearcoat paint
- Front and rear 17 x 7.5 wheels

Convenience

- Manual air conditioning
- * **Cruise control with steering wheel controls**
- * **Power front windows**
- * **Driver and passenger 1-touch up**
- * **Driver and passenger 1-touch down**
- * **Remote power door locks with 2 stage unlock and illuminated entry**
- Manual tilt steering wheel
- Manual telescopic steering wheel
- Day-night rearview mirror
- FordPass Connect 4G internet access
- SYNC 4 911 Assist emergency SOS
- Wireless phone connectivity
- 2 1st row LCD monitors
- Front cupholders

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

- Passenger visor mirror
- Driver and passenger door bins
- Full overhead console

Seats and Trim

- Seating capacity of 3
- 4-way driver seat adjustment
- Centre front armrest
- Front 40-20-40 split-bench seat
- 4-way passenger seat adjustment
- Cloth seat upholstery

Entertainment Features

- AM/FM stereo radio with radio data system
- SYNC 4 external memory control
- 4 speakers
- Fixed antenna
- Auxiliary audio input
- Steering wheel mounted radio controls
- Streaming audio

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Auto on/off headlights
- Light tinted windows
- Tachometer
- Oil pressure gauge
- Outside temperature display
- Low tire pressure warning
- Lane departure
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Voltmeter
- Compass
- Camera(s) - rear
- Trip odometer

Safety and Security

- 4-wheel ABS brakes
- Electric parking brake
- AdvanceTrac with Curve Control Electronic stability control
- Dual front impact airbag supplemental restraint system
- Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- * **Remote activated perimeter/approach lighting**
- * **Security system with SecuriLock immobilizer**
- Manually adjustable front head restraints
- Brake assist with hill hold control
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- * **Power remote door locks with 2 stage unlock and panic alarm**
- * **MyKey restricted driving mode**
- Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature

Dimensions

General Weights

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

* **Curb**	**4,027 lbs.**	GVWR	6,010 lbs.
Payload	1,985 lbs.		

Front Weights

Front GAWR	2,850 lbs.	* **Front curb weight**	**2,358 lbs.**
Front axle capacity	3,750 lbs.	Front spring rating	2,850 lbs.
Front tire/wheel capacity	4,050 lbs.		

Rear Weights

Rear GAWR	3,500 lbs.	* **Rear curb weight**	**1,669 lbs.**
Rear axle capacity	4,800 lbs.	Rear spring rating	3,500 lbs.
Rear tire/wheel capacity	4,498 lbs.		

Trailering Type

Harness	Yes	Trailer sway control	Yes

General Trailering

5th-wheel towing capacity	5000 lbs.	Gooseneck towing capacity	5000 lbs.
Towing capacity	5000 lbs.	GCWR	9400 lbs.

Fuel Tank type

Capacity	23.01 gal.	Capless fuel filler	Yes

Off Road

Approach angle	25 deg	Departure angle	25 deg
Ramp breakover angle	22 deg	Min ground clearance	9 "
Load floor height	34 "		

Exterior cargo

Length	78.0 "	Minimum width	51.1 "
Volume	62.3 cu.ft.	Pickup box depth	21.4 "
Maximum width	65.2 "	Tailgate width	60.3 "

Interior cargo

Maximum cargo volume	8.8 cu.ft.

Powertrain

Engine Type

Block material	Aluminum	Cylinders	V-6
Head material	Aluminum	Ignition	Spark
Injection	Port/direct injection	Liters	3.3L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC
Variable valve control	Ti-VCT		

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

Engine Spec

Bore	3.56"	Compression ratio	12.0:1
Displacement	204 cu.in.	Stroke	3.41"

Engine Power

Output	290 HP @ 6,500 RPM	Torque	265 ft.-lb @ 4,000 RPM

Alternator

Amps	200

Battery

Amp hours	70	Cold cranking amps	610
Run down protection	Yes		

Engine Extras

Auto stop-start feature	Yes	Driver selectable mode	Yes

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.636
Reverse Gear ratios	4.866		

Transmission Extras

Driver selectable mode	Yes	* **Sequential shift control**	**Yes**

Drive Type

Type	Rear-wheel

Drive Feature

Traction control	ABS and driveline

Drive Axle

Ratio	3.55

Exhaust

Material	Stainless steel	System type	Single

Emissions

CARB	LEV3-ULEV70	EPA	Tier 3 Bin 70

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

fuel Economy

City	19 mpg	Highway	24 mpg
Fuel type	Gasoline	Combined	21 mpg

Fuel Economy (Alternate 1)

City	14 mpg	Highway	18 mpg
Fuel type	E85	Combined	16 mpg

Green Values

Energy Impact Score (Barrels per year)	15.7	Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year)	8.4
* **Energy Impact Score (Barrels per year)**	**4.7**		

Driveability

Brakes

ABS	4-wheel	ABS channels	4
Type	4-wheel disc	Vented discs	Front and rear
Electric parking brake	Yes		

Brake Assistance

Brake assist	Yes	Hill hold control	Yes

Suspension Control

Ride	Regular	Electronic stability control	Stability control with anti-roll

Front Suspension

Independence	Independent	Type	Double wishbone
Anti-roll bar	Regular		

Front Spring

Type	Coil	Grade	Regular

Front Shocks

Type	Gas-pressurized

Rear Suspension

Independence	Rigid axle	Type	Leaf

Rear Spring

Type	Leaf	Grade	Regular

Rear Shocks

Type	Gas-pressurized

Steering

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

Activation ..... Electric power-assist
Type ..... Rack-pinion

Steering Specs

# of wheels 2

Exterior

Front Wheels

Diameter ..... 17"
Width ..... 7.50"

Rear Wheels

Diameter ..... 17"
Width ..... 7.50"

Spare Wheels

Wheel material ..... Steel

Front and Rear Wheels

Appearance ..... Silver
Covers ..... Hub
Material ..... Steel

Front Tires

Aspect 70
Sidewalls ..... BSW
Tread ..... AS
Width 245mm
Diameter ..... 17"
Speed ..... S
Type ..... P

Rear Tires

Aspect 70
Sidewalls ..... BSW
Tread ..... AS
Width 245mm
Diameter ..... 17"
Speed ..... S
Type ..... P

Spare Tire

Mount ..... Underbody w/crankdown
Type ..... Full-size

Wheels

Turning radius ..... 20.6'
Wheelbase ..... 122.0"

Body Features

Body material ..... Aluminum
Active grille shutters ..... Yes
Side impact beams ..... Yes

Body Doors

Door count 2
Cargo ..... Tailgate

Pickup

Box style ..... Regular
Easy lift tailgate ..... Yes
Bed-rail protectors ..... Yes

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

Exterior Dimensions

Length	209.1"	Body width	79.9"
Body height	75.6"	Frame section modulus	4.7cu.in.
Frame yield strength (psi)	34800.0	Front bumper to Front axle	37.8"

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Safety Canopy System curtain 1st row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted

Seatbelt

Height adjustable	Front	Pre-tensioners	Front
Pre-tensioners (#)	2		

Security

Immobilizer	SecuriLock	* **Panic alarm**	**Yes**
* **Restricted driving mode**	**MyKey**		

Seating

Passenger Capacity

Capacity	3

Front Seats

Split	40-20-40	Type	Split-bench

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable

Front Armrest

Centre	Yes

Front Seat Trim

Material	Cloth	Back material	Carpet

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

Convenience

AC And Heat Type

Air conditioning ..... Manual

Audio System

Auxiliary audio input ..... Yes
Radio data system ..... Yes
Seek-scan ..... Yes
Radio ..... AM/FM stereo
Radio grade ..... Regular
External memory control ..... SYNC 4

Audio Speakers

Speaker type ..... Regular
Speakers 4

Audio Controls

Speed sensitive volume ..... Yes
Voice activation ..... Yes
Steering wheel controls ..... Yes
Streaming audio ..... Bluetooth yes

Audio Antenna

Type ..... Fixed

LCD Monitors

1st row 2
Primary monitor size (inches) 8

Cruise Control

* **Cruise control** ..... **With steering wheel controls**

Convenience Features

* **Retained accessory power** ..... **Yes**
Wireless phone connectivity ..... SYNC 4
Emergency SOS ..... SYNC 4 911 Assist
Smart device integration ..... Mirroring

Door Lock Activation

* **Type** ..... **Power with 2 stage unlock**
* **Integrated key/remote** ..... **Yes**
* **Remote** ..... **Keyfob (all doors)**
* **Auto locking** ..... **Yes**

Door Lock Type

* **Tailgate/rear door lock** ..... **Included with power door locks**

Door Locks Extra FOB Controls

Remote engine start ..... Smart device only

Instrumentation Type

Appearance ..... Analog

Instrumentation Gauges

Tachometer ..... Yes
Oil pressure ..... Yes

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

Engine temperature	Yes	Voltmeter	Yes
Transmission fluid temp	Yes		

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Tire specific

Instrumentation Displays

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Camera(s) - rear	Yes

Instrumentation Feature

Trip odometer	Yes	Lane departure	Active
Forward collision	Mitigation	Pedestrian detection	Prevention

Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

* **Window 1st row activation**	**Power**

Window Features

* **1-touch down**	**Driver and passenger**	* **1-touch up**	**Driver and passenger**
Tinted	Light		

Front Windshield

Wiper	Variable intermittent

Rear Windshield

Window	Fixed

Interior

Passenger Visor

Mirror	Yes

Rear View Mirror

Day-night	Yes

Headliner

Coverage	Full	Material	Cloth

Floor Trim

Coverage	Full	Covering	Vinyl/rubber

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

Trim Feature

Gear shifter material	Urethane	Cabback insulator	Yes
Interior accents	Metal-look		

Lighting

Dome light type	Fade	Front reading	Yes
* **Illuminated entry**	**Yes**	Variable IP lighting	Yes

Overhead Console Storage

Storage	Yes	Type	Full

Storage

Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes
Instrument panel	Bin	Dashboard	Yes

Legroom

Front	43.9"

Headroom

Front	40.8"

Hip Room

Front	62.5"

Shoulder Room

Front	66.7"

Interior Volume

Passenger volume	64.7 cu.ft.

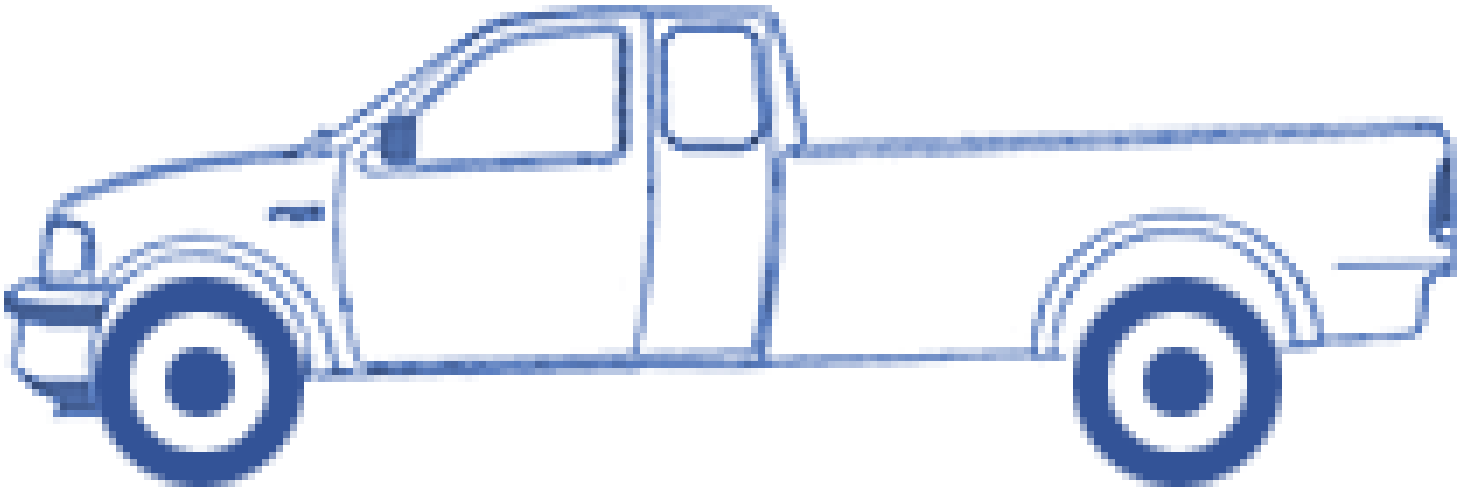
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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR	6,010 lbs

GVW	Totals
1 Payload - (Added Equipment)	0 lbs
Occupants Weight	450 lbs
Curb Weight (as configured)	4,027 lbs
TOTAL	**4,477 lbs**

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Vehicle Dimension and Performance Summary (cont'd)

Payload	1,985 lbs
Useable Payload	1,535 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months

Powertrain

Distance	60,000 miles	Months	60 months

Corrosion Perforation

Distance	Unlimited miles	Months	60 months

Roadside Assistance

Distance	60,000 miles	Months	60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

9. J.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Kristine Pavlik, Housing and Grants Administrator
Date:	01/30/2024
Meeting Date:	02/06/2024

TITLE:

Consideration and Approval of Grant Agreements: Grant agreements between the City of Flagstaff and specific community partners utilizing funding from the Arizona Department of Housing Homeless Shelter and Services Funds in the amount of $756,000.00.

STAFF RECOMMENDED ACTION:

1. Approve grant agreements with the following organizations, utilizing funding from the Arizona Department of Housing Homeless Shelter and Services Funds:

    - $61,802.28 to Community Assistance Teams of Flagstaff for the Homeless Mobile Outreach Program
    - $100,000.00 to Catholic Charities Community Services, Inc. for the PATH Outreach and Emergency Shelter Programs
    - $330,337.05 to Flagstaff Shelter Services, Inc. for the Emergency Shelter Program
    - $30,963.06 to Homeless Youth Connection for the Empowering Youth for the Future Program
    - $170,971.48 to Housing Solutions of Northern Arizona for the Homeless Transitional Housing Program
    - $61.926.13 to Northland Family Help Center for the Emergency Youth Shelter Program

2. Authorize the City Manager to execute the necessary documents for all agreements.

Executive Summary:

Staff is seeking approval of grant agreements in the amount of $756,000.00 between the City of Flagstaff and the community partners listed below, utilizing the City's award of Homeless Shelter and Services Funds from the Arizona Department of Housing. The funds will be used to provide shelter and services to City of Flagstaff residents experiencing homelessness as listed:

Agency	Program	People Served*	Funding Request	Final Allocation
Community Assistance Teams of Flagstaff	Mobile Outreach	200 individuals	$99,800.00	$61,802.28
Northland Family Help Center	Emergency Youth Shelter	30 youth	$100,000.00	$61,926.13

Homeless Youth Connection	Empowering Youth for the Future	40 youth	$50,000.00	$30,963.06
Housing Solutions of Northern Arizona	Homeless Transitional Housing	65 households	$276,089.40	$170,971.48
Catholic Charities	PATH Outreach and Emergency Shelter	200 individuals	$144,920.00	$100,000.00
Flagstaff Shelter Services	Emergency Shelter Programs	2,400 individuals	$550,000.00	$330,337.05

** numbers served have been proportionally adjusted to reflect final allocation amounts*

In June 2023, the City of Flagstaff received an award of Homeless Shelter and Services Funds (HSSF) from the Arizona Department of Housing (ADOH) in the amount of $840,000. HSSF are for programs that provide shelter and services to unsheltered persons who are experiencing homelessness. Allowable activities include, but are not limited to, operating support; motel and hotel vouchers; supportive services; and other quick occupancy housing solutions. Awarded applicants are required to report the number of unsheltered persons served monthly.

The City of Flagstaff issued a Notice of Funding Availability (NOFA) on September 20, 2023, for $700,000.00 for HSSF eligible programs. Applications were due on October 10th and six (6) were received**.** Housing staff conducted a risk assessment of all six (6) applying agencies and the proposed programs. Additionally, a Ranking Committee comprised of one (1) community representative, one (1) member of the Housing Commission and three (3) City Staff members reviewed and evaluated the received applications, resulting in preliminary funding recommendations. The funding recommendations were presented to the Housing Commission on October 26, 2023. The Housing Commission voted unanimously to forward the allocations presented with a recommendation to City Council for approval. City Council discussed the recommended allocations on December 19, 2023, January 9, 2024, and January 16, 2024. City Council provided direction on final funding allocations at the January 16, 2023 meeting as reflected above.

Financial Impact:

In June 2023, the City of Flagstaff received an award of $840,000.00 in Homeless Shelter and Services Funds from the Arizona Department of Housing. Ten percent (10%) of the funds will be used for City of Flagstaff indirect costs. Per City Council direction, $756,000.00 has been allocated to community partners for programs addressing the needs of unsheltered individuals experiencing homelessness.

This grant and program is not budgeted in the FY2023-24 budget due to the timing of grant award. The budget and appropriation for this grant and these agreements will be covered within account numbers 021-05-107-6103-4 & 021-05-107-6104-4 and 021-05-108-6111-4.

Policy Impact:

The funding allocations will address multiple policy initiatives and strategies from the City of Flagstaff's 10-Year Housing Plan.

- **Connect people to equitable housing solutions.**
  - Connect 1: Reduce homelessness in the Flagstaff community and seek creative solutions to foster housing permanency for all.
    - Connect 1.3 Continue to support and develop Coordinated Entry as a meaningful process that provides linkages to healthcare, behavioral health, and housing
  - Connect 2: Implement a framework for centering equity in proposed and existing housing practices, policies, and programs.
    - Connect 2.1 Evaluate housing policies and strategies in City of Flagstaff planning documents through an equity lens.
    - Connect 2.2 Encourage community organizations such as local Continuum of Care to continue to integrate equity into programs and policies.
  - Connect 3: Integrate healthcare into housing programs, and housing into healthcare programs, as appropriate.
    - Connect 3.3 Work in partnership with the community to develop and promote community health measurement data collection into housing services when viable
    - Connect 3.2 Encourage neighborhoods, housing types and building practices that increase health.
    - Connect 3.1 Raise awareness of housing security as a social determinate of health

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

<u>Priority Based Budget Key Community Priorities and Objectives</u>

- **Safe & Healthy Community**
  - Support social services, community partners & housing opportunities
  - Provide alternative responses, resources & programs, inclusive of mental health & other services

- **Inclusive & Engaged Community**
  - Advance social equity & social justice in Flagstaff by supporting social services
  - Facilitate & foster diversity & inclusivity, including support of anti-racist policies & practices

- **Sustainable, Innovative Infrastructure**
  - Support the community's social infrastructure needs; assist those partner organizations that provide services the City does not

- **Robust Resilient Economy**
  - Support & strengthen a more robust, diverse, & sustainable economy in ways that reflect community values & provides for affordable housing opportunities
  - Enhance understanding between the development community, the City & Flagstaff residents

- **Livable Community**
  - Support regional partners which provide equitable & inclusive educational opportunities for Flagstaff residents of all ages

- **Environmental Stewardship**
  - Implement, maintain & further the Climate Action & Adaptation Plan (CAAP) with awareness of social inequities

<u>Regional Plan</u>

- **Goal NH.5. Eliminate homelessness.**
  - Policy NH.5.1. Provide adequate resources for families with children experiencing

homelessness.
- Policy NH.5.2. Provide adequate resources for individuals experiencing homelessness.
- Policy NH.5.3. Support and expand programs that prevent homelessness.
- Policy NH.5.4. Make transitional housing resources available to populations experiencing homelessness

Carbon Neutrality Plan

- **Community Resilience**
  - CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

- **Equitable Systems**
  - ES-2: Proactively engage community members on an ongoing basis
  - ES-4: Actively seek to recognize past harms, repair trust, and build deeper relationships with community members.

Has There Been Previous Council Decision on This:

On December 19, 2023, staff presented the Ranking Committee's funding allocation recommendations, as approved by the Housing Commission - with $700,000.00 in HSSF funding available for allocation.

On January 9, 2024, staff recommended lowering the amount for grant administration to 10% of the overall award, resulting in an additional $56,000 available to be allocated to the proposed projects.

On January 16, 2024, City Council provided direction as to final funding recommendations utilizing a formula based on a percentage of requested funds to total available funds, with the exception of Catholic Charities.

Options and Alternatives:

1. Approve Grant Agreements as presented, utilizing the award of Homeless Shelter and Services Funds from the Arizona Department of Housing.

2. Approve some, but not all, of the Grant Agreements; or

3. Do not approve the Grant Agreements and direct staff to conduct an additional solicitation. This will jeopardize the required spending deadlines and risk having to return the money to ADOH.

Background/History:

In June 2023, the City of Flagstaff received an award of Homeless Shelter and Services Funds (HSSF) from the Arizona Department of Housing (ADOH) in the amount of $840,000.00. HSSF are for programs that provide shelter and services to unsheltered persons who are experiencing homelessness. Allowable activities include, but are not limited to, operating support; motel and hotel vouchers; supportive services; and other quick occupancy housing solutions. Awarded applicants are required to report the number of unsheltered persons served monthly.

The City of Flagstaff issued a Notice of Funding Availability (NOFA) on September 20, 2023, for $700,000.00 for HSSF eligible programs. Applications were due on October 10th and six (6) were received **.** Housing staff conducted a risk assessment of all six (6) applying agencies and the proposed programs. Additionally, a Ranking Committee comprised of one (1) community representative, one (1) member of the Housing Commission and three (3) City Staff members reviewed and evaluated the received applications, resulting in preliminary funding recommendations. The funding recommendations were presented to the Housing Commission on October 26, 2023. The Housing Commission voted

unanimously to forward the allocations presented with a recommendation to City Council for approval. City Council discussed the recommended allocations on December 19, 2023, January 9, 2024, and January 16, 2024.

Key Considerations:

If funded as detailed in this Staff Summary, these projects will provide shelter and services to 3,000 unduplicated, unsheltered, residents of Flagstaff, including 70 youth under the age of 21.

Community Involvement:

In addition to issuing a Notice of Funding Availability (NOFA) for the public to respond to, the Housing Commission discussed and approved the funding recommendations resulting from a ranking committee with resident involvement. City Council discussed the HSSF awards at three meetings: December 19th, 2023, January 9th, 2024, and January 16, 2024. These meetings were held in accordance with Open Meeting Law and included a public participation process allowing for public comments.

Attachments:

HYC HSSF Contract
NFHC HSSF Contract
CC HSSF Contract
HSNA HSSF Contract
CATS HSSF Contract
FSS HSSF Contract

January 23, 2024

THE CONTRACT BETWEEN THE CITY OF FLAGSTAFF
AND
HOMELESS YOUTH CONNECTION
FOR
SUBRECIPEINT AGREEMENT FOR ARIZONA DEPARTMENT OF HOUSING ("ADOH")
HOMELESS SHELTER AND SERVICES FUND GRANT FUNDING

THIS CONTRACT (the "Contract") is made and entered into by and between the City of Flagstaff , a municipal corporation (the "City") and Homeless Youth Connection, a non-profit agency whose principal address is 224 East Hatcher Road, Phoenix, AZ 85020 (the "Agency").

RECITALS

A. The City has received certain funds from the Arizona Department of Housing ("ADOH Grant").

B. The City is authorized to utilize the ADOH Grant in accordance with the information provided by the Funding Agreement with the Arizona Department of Housing (the "ADOH Funding Agreement").

C. The Agency is a nonprofit community service organization and has agreed to provide eligible services pursuant to the ADOH Funding Agreement as set forth in Exhibit A, Scope of Work ("the Project").

E. The City desires to use the ADOH Grant to fund the Project and subject to the following terms and conditions the City desires to contract with the Agency to implement the Project.

GENERAL CONDITION OF THE CONTRACT

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. AMOUNT AND NATURE OF ASSISTANCE BY CITY

(a) Grant Amount

Subject to all of the terms, covenants, and conditions of this Contract, the City will provide the Agency with funds received from the **ADOH Grant** to finance the Project in an amount not to exceed **Thirty Thousand Nine Hundred Sixty-Three Dollars and 6/100 ($30,963.06)**. Agency shall not use the funds received from the City in any other manner except as provided herein. Wrongful expenditure of funds will constitute a breach of this Contract and the City shall have the right to terminate this Contract under the terms and conditions hereinafter recited.

(b) Payments

Payment by the City to the Agency shall be made on a reimbursement basis for all costs incurred. Reimbursement will be paid once per month in dollar amounts approved by the City for work completed. To request a reimbursement, Agency shall submit the Request for Payment forms which are attached hereto as **Exhibit "C"** and incorporated herein by this reference. All payment requests must be submitted by line item in conformance with the Budget attached hereto as **Exhibit "B"** and incorporated herein by this reference. All claims against this Contract shall be made only for expenses incurred within the contract time period defined in **Section 4.(b).** Final payment invoices must be received no later than sixty days after completion of the scope of work or contract time period. No payments shall be made after that date.

(c) Changes in Budget

No changes in budget will be permitted. Agency is solely responsible for any cost overages.

d) Indirect Costs

If indirect costs are charged, the Agency will develop an indirect cost allocation plan for determining the appropriate Agency's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

2. AGENCY'S SCOPE OF SERVICES

(a) Scope of Work

The Agency agrees to complete the Project as described in the Scope of Work, attached hereto as **Exhibit "A"** and incorporated herein by this reference.

(b) Changes in Scope of Work

No change(s) shall be made to the Scope of Work except by written contract amendment.

3. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Close-Out Report**,** and submission of all required documentation, the City shall furnish Agency with certification that all contractual obligations have been met. The City shall not unreasonably withhold such certification.

4. CONTRACT REQUIREMENTS

(a) Contract Administration

The Agency has obtained official authorization from its governing body in the form of a resolution, motion, or similar action authorizing the person identified in **Section 34** to administer this Contract and perform the required duties for the administration of this Contract. Such authorization is attached hereto as **Exhibit "E"** and incorporated herein by this reference.

(b) Contract Term and Extension

This Contract governs work done of the project between July 1, 2023 and June 30, 2024. No payments will be made to the Agency for cost incurred after the contract time period unless a written amendment to this Contract extending the time for performance has been executed by the parties.

(c) Incorporation of all provisions of ADOH Funding Agreement

Agency shall observe and follow all provisions of the ADOH Funding Agreement, hereby incorporated by reference into this Contract, and attached as **Exhibit F**, and shall require all subcontractors to do the same.

5. ADMINISTRATIVE REQUIREMENTS

(a) Accounting

The Agency shall comply with the requirements and standards of OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" and with OMB Circular A-110. The Agency's financial management system shall include at a minimum accurate, current, and complete disclosures of the grant program; records which adequately identify the source and application of funds provided for financially assisted activities; effective control over and accountability for grant cash, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation.

(b) Procurement

The Agency shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations,* Procurement Standards. Agency outreach and documentation shall be governed by the price limits set forth in the City of Flagstaff procurement standards, not withstanding OMB Circular A-110.

All procurement undertakings must make an effort to utilize Minority and Women owned Business Enterprises. The Agency shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with the grant funds.

(c) Internal Controls

The Agency will operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. Agency financial policies and lines of authority shall be reviewed during monitoring visits defined in **Section 5.d.**

(d) Monitoring

The Agency agrees to cooperate and provide all information necessary for the City to monitor the Agency periodically to ensure compliance with this contract, compliance with federal regulations and laws, fiscal responsibility, adequate performance, and any other item of concern relating to the use of funds and the provisions defined in this contract. The monitoring will take the form of at least one site visit of Agency's place of business and/or construction site and other various requests for information.

(e) Documentation and Record-Keeping

Pursuant to Arizona Revised Statues (A.R.S.) §35-214, Agency shall retain and require that its subcontractors retain for inspection and audit by the City and/or ADOH all books, accounts, reports, files including information regarding actual beneficiaries of the funds, and other records relating to the bidding and performance of this Contract for a period of five (5) years following the date on which the City provides notice that this Contract has been fully closed out through a certificate of completion or that this Contract has been terminated.

Upon request by ADOH and/or the City, Agency shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General or Flagstaff City Hall, as set forth in the request. The original records shall be available and produced for inspection and audit when required by ADOH, the Auditor General, or the City.

Agency shall maintain records that adequately identify the source and application of the funds provided under this Contract (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Agency will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Agency holding any liens or notes as a result of this funding, Agency must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

(f) Monthly Reports to City

The Agency shall prepare and submit to the City on a monthly basis the Performance Report attached hereto as **Exhibit "E"** and incorporated by this reference for the duration of this contract. The Agency agrees to submit other reports and records as may be required by the City from time to time, which are related to the implementation of the Project, adherence to the contract, and adherence to federal, state, and local laws and regulations.

(g) Reports to City

The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment,

unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

The Agency agrees to submit such reports as the City may require, including litigation reports, financial management reports required by Federal Management Circular 74-7, equal opportunity reports as may be necessary pursuant to the rules and regulations under Title VI, Civil Rights Act of 1964; Title VIII, Civil Rights Act of 1968; Executive Order 11246, as amended, and Executive Order 11053, or any reports as may be further required.

(h) Close-Out Report

The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. The City will send the Agency written notification that a Close-Out Report is due when one of the following contractual obligations have been met: 1) the funds stated in **Section 1.a.** have been expended and the Scope of Work has been completed; 2) the contract period stated in **Section 4.b.** has expired; or 3) the Scope of Work has been completed. The Agency shall submit the Close-Out Report attached in that letter within sixty (60) days of receiving this notification.

(i) Financial Audit

The Agency shall submit a financial audit and Management Letter to the City within 30 days after receipt of the auditor's report or 9 months after the end of the audit period during which federal funds were expended. The audit shall be in conformance with the audit requirements of OMB Circular A-133.

6. FUNDS RECOUPED BY AGENCY

The Agency shall follow all rules, requirements, and procedures related to recoupment of funds, interest, and program income set forth by ADOH in Section 14 the ADOH Funding Agreement.

7. DE-OBLIGATION, RECAPTURE, AND REPAYMENT OF FUNDS

The Agency shall follow all rules, requirements, and procedures related to the de-obligation, recapture, and repayment of funds set forth by ADOH in Section 15 the ADOH Funding Agreement.

8. POLITICAL ACTIVITIES

The Agency shall not use Grant funds to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9. DRUG-FREE WORKPLACE ACT OF 1988

The Agency certifies that it will maintain a drug-free workplace.

10. REVERSION OF ASSETS

The Agency shall transfer to the City, upon expiration of the Contract, all unexpended funds advanced to the Agency and all assets purchased with funds including equipment, furniture, unused materials, and any accounts receivable attributable to the use of funds not approved for reuse**.** The Agency shall further follow all rules, requirements, and procedures related to reversion of assets set forth by ADOH in Section 16 the ADOH Funding Agreement.

11. ACKNOWLEDGEMENT

Agency shall acknowledge during the term of the contract the contribution of the City of Flagstaff and ADOH toward the Project in all instances where the contributions to the Project are recognized or listed. All materials used for public outreach and for informational purposes as part of this Project shall identify the source of the state funds (HSSF) as well as an acknowledgement of support from ADOH and the City.

12. PROJECT IMPLEMENTATION

Agency shall have responsibility for day-to-day management and implementation of the Project.

13. COPYRIGHT AND RIGHTS IN DATA

Reports, maps, or other documents produced in whole or in part under this Contract are works for hire and shall not be the subject of any application for copyright by or on behalf of Agency, or by any employee or subcontractor of Agency. Agency shall advise the City at the time of delivery of any copyrighted or copyrightable material under this Contract, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

The City and ADOH may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Contract.

14. INSURANCE

Agency shall purchase and maintain in full force the following insurance during the contract period. Agency shall provide to the City evidence of the required insurance coverage. All certifications of insurance must provide for thirty (30) days' notice to the City of cancellation, non-renewal, or material change.

The Agency and its Subconsultants, at Agency's and Subconsultants own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed,

possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Agency's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Agency shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect the City.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Agency's acts, errors, mistakes, omissions, work, or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Agency shall be solely responsible for the deductible and/or self-insured retention, and the City, at its option, may require the Agency to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Agency of any deficiencies in such policies and endorsements, and such receipt shall not relieve Agency from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Agency's obligations under this Contract.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Contract shall name the City, its agents, representatives, officers, directors, officials, and employees as additional insureds.

(a) Required Coverage

i. Commercial General Liability

Agency shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Agency's operations and products and completed operations.

(b) Automobile Liability

Agency shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Agency's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Agency's work. Coverage will be at least as broad as coverage code 1, "any auto" (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

(c) Worker's Compensation

The Agency shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Agency's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Agency will require the Subconsultant to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Agency.

(d) Certificates of Insurance

Prior to commencing work or services under this Contract, Agency shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Agency's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Agency's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

(e) Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty-(30) days' written notice to the City.

15. INDEPENDENT AGENCY STATUS

Agency is an independent entity in the performance of all activities and functions pursuant to this Contract. Agency and City are not and shall not be considered as joint venturers, partners, or agents of each other and neither shall have the power to bind or obligate the other. Agency's officers, employees, agents, and subcontractors shall not be considered as officers, employees, agents, or subcontractors of the City. Agency hereby agrees not to represent to anyone that Agency is an agent of the City or has any authority to act on behalf of the City. Agency shall be responsible for all employment compensation claims for Workman's Compensation benefits, or other claims by employees arising as a result of activities funded in whole or in part from the proceeds of this Contract, and the Agency shall hold the City harmless for any and all such claims.

16. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

Agency 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 Agency, 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, Agency 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 Agency, 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.

17. NONDISCRIMINATION

(a) Nondiscrimination

Agency shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Agency from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability, or political affiliation and require Agency to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Agency shall comply with all of the other requirements of Executive Order 2009-09. Agency shall further comply with all local ordinances prohibiting discrimination 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, and/or familial status. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the Flagstaff City Code, Chapter 14-02, Civil Rights, which also prohibits discrimination based on sexual orientation or gender identity or expression.

Agency agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Agency

shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Agency shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Agency agrees to comply, and will require any subcontractor(s) to comply, with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations-Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations - Equal Treatment for Faith-Based Organizations).

(b) Incorporation of Nondiscrimination Clause in Agency Activities

The Agency further agrees that this clause will be incorporated in all construction, supplier, or job consultant contracts entered into in connection with this Contract.

18. COMPLIANCE WITH LAWS

(a) Local Laws

The Agency shall give all notices and comply with all laws, ordinances, rules, building codes, regulations, and lawful orders of any public authority bearing on the performance of activities pursuant to this Contract. If the Agency observes that any of the Contract documents are in conflict with any laws, statutes, building codes, and/or regulations, it shall promptly notify the City, in writing, and any necessary changes shall be accomplished by appropriate written modification.

(b) Immigration

The Agency, and its contractors, shall abide by all regulations pursuant to the Immigration and Naturalization Reform Act of 1986.

Agency warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”)

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Agency may be subject to penalties up to and including termination of this Contract.

ADOH and the City retain the legal right to inspect the papers of any employee who works on this Contract to ensure that Agency or Agency's subcontractor is complying with the warranty in this section.

(c) Liability

Should the Agency perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes, and/or regulations, and not give proper notice to the City, it shall assume full responsibility therefore and shall bear all cost incurred due to its negligence.

19. THIRD PARTY ANTITRUST VIOLATIONS

Agency assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Agency toward fulfillment of this Contract.

20. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Agency agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

21. 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.

22. ADOH SIGNAGE

For new construction and rehabilitation projects, Agency must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Agency incorporates ADOH information into a larger group sign.

23. PHOTOGRAPHS

For new construction and rehabilitation projects, Agency is required to provide to ADOH before and after photographs of the project in digital or film format.

24. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01

If the Agency engages in for-profit activity and has ten (10) or more employees, and if this

Contract has a value of $100,000 or more, then the Agency certifies it is not currently engaged in, and agrees for the durations of this Contract, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

25. NO WAIVER

Both Parties have the right to 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.

26. ASSIGNMENT

Agency 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 Agency (Assignor) from any of its obligations and liabilities under the Contract with respect to the City.

27. DISPUTES

If a dispute arises out of or relates to this Contract, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation, or some other dispute resolution procedure. Mediation shall be self-administered and conducted under the procedures in use by the Alternative Dispute Resolution Program of the Coconino County Superior Court, unless other procedures are agreed upon by the parties. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This Contract does not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure. Any dispute not disposed of by mutual agreement by the parties shall be decided in accordance with the applicable Arizona laws, ordinances, and codes of the state and local government.

28. AVAILABILITY OF FUNDS

It is expressly understood by the parties hereto that this Contract has been negotiated and executed in anticipation of receipt of funds by the City from the ADOH Grant and that therefore the terms, conditions, and sums payable under this Contract are subject to any changes, limitations, or cancellation which may be required by the terms of said grant agreement. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City or ADOH in the event this provision is exercise and neither the City nor ADOH shall be obligated or liable for any future payments or for any damages as a result of termination under this section.

29. GOVERNING LAW AND FORUM

The Contract shall be construed in accordance with the laws of Arizona. In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

30. CONTINUING LIABILITY

Agency shall have continuing liability after the term of this Contract for any breach of this Contract, including failure to perform in accordance with required federal law and rules and regulations promulgated thereunder until after all complaints, investigations, and sanctions, including those arising out of audits performed by the City, ADOH, or other authorized agencies are resolved. Agency shall be liable for any sanctions or requirements imposed at any time upon the City arising out of Agency's activities performed pursuant to this Contract.

31. TERMINATION

(a) Cancellation for Conflicts of Interest

All parties hereto acknowledge that this Contract is subject to cancellation by the City of Flagstaff pursuant to the provisions of the Section 38-511, Arizona Revised Statutes.

(b) Termination for Cause

The City may suspend or terminate this Contract if Agency violates any term or condition of this Contract of if Agency fails to maintain a good faith effort to carry out the purpose of this Contract by providing written notice to the Agency. Costs incurred by Agency resulting from obligations incurred during a suspension or after termination are not allowable unless the City expressly authorizes them in the notice of suspension or cancellation. If the City terminates this Contract for cause, the Agency must repay to the City all funds provided to the Agency under this Contract.

(c) Termination for Convenience

City or Agency may terminate this Contract for convenience if either party believes that continuation will not produce beneficial results. The terminating party must notify the other party in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Agency terminates for convenience, it must repay all funds provided by the City under this Contract.

32. ROLES AND RESPONSIBILITIES

(a) Agency Representative

The Agency is responsible to ensure the Agency Representative listed in **Section 34(a)** executes the activities and obligations enumerated in this Contract.

The City will contact the Agency Representative when communicating with the Agency. The City shall be notified, in writing, of changes of personnel filling this position. The Agency Representative may utilize the professional services of other advisors as his/her agent. Said agent shall be responsible to the Agency Representative.

(b) City Representative

The City is responsible to ensure the City Representative listed in **Section 34 (b)** executes the activities and obligations enumerated in this Contract.

The Agency will contact the City Representative when communicating with the Agency. The Agency will be notified, in writing, of changes of personnel filling this position. The City Representative may utilize the professional services of other advisors as his/her agent. Said agent shall be responsible to the City Representative.

33. NOTICES, DEMANDS, AND COMMUNICATIONS BETWEEN THE PARTIES

Formal notices, demands, and communications between the City and Agency shall be deemed sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, and deemed received 48 hours later, to the principal offices of the City and the Agency addressed to each party as follows:

a) Agency:
Homeless Youth Connection
Dawn Bogart, Co-CEO
224 East Hatcher Road
Phoenix, Arizona 85020
602-565-3218 (Phone)
dbogart@hycaz.org (Email)

(b) City:
City of Flagstaff
Housing & Grants Administrator
Flagstaff Housing Section
211 West Aspen Avenue
Flagstaff, Arizona 86001
928-213-2749 (Phone)
kristine.pavlik@flagstaffaz.gov (Email)

Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section.

34. LIST OF CONTRACT DOCUMENTS

This Contract consists of the following documents:

(a) The terms of the Contract
(b) Scope of Work – **Exhibit A**
(c) Budget – **Exhibit B**
(d) Request for Payment and Performance Report Form – **Exhibit C**
(e) Agency Authorization to Execute Contract – **Exhibit D**
(f) ADOH Funding Agreement – **Exhibit E**

[Signature page follows]

IN WITNESS WHEREOF, all parties concerned acknowledge that they have read, understand, approve, and accept all of the provisions of this Contract and the attachments thereto.

DATED this ____ day of _____, 2024.

City of Flagstaff

Greg Clifton, City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

Homeless Youth Connection

Dawn Bogart, Co-CEO

Attest:

Corporate Secretary

EXHIBIT A

SCOPE OF WORK

1. PROGRAM ELIGIBILITY CRITERIA

The Homeless Youth Connection ("Agency") Empowering Youth for the Future Program ("Project") will allow the Agency to provide case management, coaching and assistance with basic needs to 40 unduplicated youth experiencing homelessness.

1.1 Eligibility for the Project administered by the Agency requires that the client:

1.1.1 Be presently experiencing homelessness, as defined by HUD or the McKinney Vento Act.

1.2 Agency shall document and retain all client records with regards to Project eligibility.

2. SCOPE OF WORK

The Agency will provide services as set forth in detail in its October 10, 2023, proposal submitted in response to the City of Flagstaff Homeless Shelter and Services Funds (HSSF) Notice of Funding Availability, hereby incorporated by reference, and as described herein.

The Agency will utilize Homeless Shelter and Services Funds to support the salary of one (1) or more youth coaches.

2.1 The Agency agrees to serve forty (40) unsheltered individuals experiencing homelessness.

2.2 The Agency will provide the necessary personnel, equipment, office space, meeting space, supplies, and services to conduct the services as described herein.

2.3 The Agency's responsibilities include:

2.3.1 Hiring and training staff involved in the program operations.
2.3.2 Providing the services as described herein.

3. PROJECT ADMINISTRATION

The Agency will provide all of the necessary services to carry out the daily tasks of ensuring that the project progresses satisfactorily and that all of the administrative functions associated with the project are properly executed in accordance with the contract and the requirements of the Arizona Department of Housing Homeless Shelter and Services Funds program.

3.1 Agency responsibilities include:

3.1.1 Maintain project files detailing expenses, procurement, project information, and correspondence, in addition to any other necessary information.

3.1.2 Submit applicable grant reports to the Housing Section.

3.1.3 Maintain client files detailing income eligibility and back up documentation, ethnicity, age, and special needs, in addition to any other necessary information.

3.1.4 Maintain project accounting records, including documentation of expenditures and receipts.

3.1.5 Manage personnel.

3.1.6 Complete audits and other submissions.

3.1.7 Ensure a cost-effective, timely and efficient delivery of services.

3.1.8 Ensure that an open process is conducted in all outreach activities and equal opportunity is provided to all persons regardless of race, color, sex, sexual orientation, religion, handicap, familial status, or national origin.

January 23, 2024

EXHIBIT B

BUDGET

Project Budget	$ 30,963.06
City of Flagstaff	ADOH HSSF
Project Descriptio	Empowering Youth For The Future
Implementing Ag	Homeless Youth Connection
Persons Served:	40 individuals
Date Submitted:	1/20/2024

Item/Activity	Item/Activity Desription	Source 1 City of Flagstaff	Source 2 Federal/State/ Local	Leverage Agency Financing	In-Kind Donations	Project TOTALS
1	**Program or Project Related**					
A	Monthly stipends for 30 host families (approx $400 x 30 families x 7 months)			$ 70,000.00		$ 70,000.00
B	Counseling			$ 25,000.00		$ 25,000.00
C	Student assistance(clothing, food, beds, vital documents, hotspots, computers, wi-fi, healthcare copays, prescriptions, educational assistance, household items,			$ 50,000.00		$ 50,000.00
D	HMIS/student database			$ 3,500.00		$ 3,500.00
E	Youth Advisory Council			$ 5,000.00		$ 5,000.00
F	Program Supplies - includes printer ink @ 120 pyc per year and 3 computers			$ 5,000.00		$ 5,000.00
G	Emergency/Transitional Host Home			$ 42,281.00		$ 42,281.00
H	Emergency/Transitional Host Home			$ 23,352.00		$ 23,352.00
I	Emergency/Transitional Housing Hatcher			$ 73,000.00		$ 73,000.00
J	In-kind donations and gift cards				$ 100,000.00	$ 100,000.00
2	**Administration**					
A	Salaries	$30,963.06	##########	$ 987,766.94		$ 1,383,806.00
B	Taxes and benefits			$ 235,247.00		$ 235,247.00
C	Staff expenses (travel reimbursement cms,			$ 59,900.00		$ 59,900.00
3	**Facility Value**					
A	Facilities			$83,736.00		$ 83,736.00
B	Operating			$71,850.00		$ 71,850.00
Totals		**$ 30,963.06**	**$ 365,076.00**	**$1,735,632.94**	**$ 100,000.00**	**$2,231,672.00**

EXHIBIT C

REQUEST FOR PAYMENT AND PERFORMANCE REPORT FORM

CITY OF FLAGSTAFF

Arizona Department of Housing Homeless Shelter Services Funds

HOUSING ASSISTANCE

PAYMENT REQUEST

Business Name: _____

Pay Request Period: _____ **Request Number:** _____ **Amount Requested:** _____

EXPENDITURES

Description of Expenditures	Total Award	Previous Expenditures	Current Amount Requested	Remaining Balance
				$0.00

CERTIFICATION

I/we certify that this Request for Payment has been drawn in accordance with the terms and conditions of the Contract cited above.

Signature: _____ **Name & Title:** _____ **Date:** _____

Signature: _____ **Name & Title:** _____ **Date:** _____

FOR CITY USE ONLY

Vendor #: _____ Fiscal Year & Amount: _____

PO #: _____ Fiscal Year & Amount: _____

Project#: _____ Total Approved: _____

Management Services

_____

Stacey Brechler-Knaggs Date

Grants, Contracts, & Emergency Management Director

Community Development

_____

Kristine Pavlik Date

Housing & Grants Administrator

PAYMENT REQUEST

Business Name:

Pay Request Period: _____ **Request Number:** _____ **Amount Requested:** _____

EXPENDITURES

Line Item	Expense Description	Vendor	Date Paid	Check Number	Total	Reimbursement Request
					Total Request	$0.00

CITY OF FLAGSTAFF

AMERICAN RESCUE PLAN ACT (ARPA) REVENUE REPLACEMENT FUNDS

HOUSING ASSISTANCE

PERFORMANCE REPORT

BUSINESS NAME:

CONTACT NAME:

PHONE NUMBER:

EMAIL ADDRESS:

BRIEF PROJECT SUMMARY:

REPORTING PERIOD (MM/YY - MM/YY):

SUMMARY OF THIS PERIOD'S PROGRESS:

SUMMARY OF ACTIVITIES PLANNED FOR NEXT PERIOD:

CERTIFIED BY:

SIGNATURE

DATE

NAME AND TITLE

LIST OF ATTACHMENTS, IF APPLICABLE:
(ie. Additional reports, photos, etc)

Arizona Department of Housing

SFRF **ATTACHMENT B**

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient		Date	11/8/2023
Project		Month	FY24 Q1
Recipient Address		City	Flagstaff
Contact Person		Zip Code	
Phone	Email	County	Coconino

Indicate adherence to contract or schedule changes quarterly. Due by the 15th of month following the end of the quarter.

	Unduplicated			Duplicated			BED Nights	
Race	#	%	YTD #	#	%	YTD #	#	YTD #
11- White								
12- Black or African American								
13 - Asian								
14 – American Indian or Alaska Native								
15 – Native Hawaiian or Other Pacific Islander								
16 – Alaska Native and White								
17 – Asian and White								
18 –African American and White								
19- American Indian or Alaska Native and African American								
20 – Other Multi Racial								
Ethnicity								
Hispanic/Latino								
Non-Hispanic/Latino								
Not Specified								

Gender								
Male								
Female								
Transgender								
AMI								
0-30% AM								
31-50% AMI								
51-80% AMI								
81% + AMI								
Metrics								
BSHN Households Served								
HIRS Households served								
SCB Organizations served								
LEP/LAP								
Age Group								
18-29								
30-39								
40-49								
50-59								
60 Plus								
Unknown								
Totals	0		0	0		0	0	0

EXHIBIT D

AGENCY AUTHORIZATION TO EXECUTE CONTRACT

CITY OF FLAGSTAFF – GRANTS MANAGEMENT
AUTHORIZED SIGNATURE FORM - CORPORATION

AGENCY: _____
DUNS NO: _____
PROJECT: _____
GRANT NAME: _____

Whereas, _____(AGENCY), an Arizona corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of _____ (AGENCY) that _____(INDIVIDUAL) is authorized to execute on behalf of said corporation the following:

1. Contract/Agreement
2. Payment and Performance Bonds
3. Payrolls
4. Claims
5. Change Orders
6. All other papers necessary for the corporation's affairs and the execution of the Contract/Agreements

The powers and duties herein granted shall be and are hereby granted for the duration of the assurance for this project or until express notice of revocation has been duly given in writing, whichever is the lesser period.
Dated and passed by the Board of Directors this _____day of _____, 2024.

_____
_____
_____
_____

Signature of Person(s) Authorized to Sign

Name and Title of Person(s) Authorized to Sign

CERTIFICATE

I, _____ of _____(AGENCY), an Arizona corporation, do hereby certify the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said board held on _____, 2024, and the same is in full force and effect at this time.

Dated_____

_____
(Signature of Officer of Corporation)

(Corporate Seal)

STATE of Arizona)
) ss
COUNTY of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by

_____ of _____ (AGENCY), an Arizona corporation, on behalf of the corporation.

_____
Notary Public

January 23, 2024

EXHIBIT E

ADOH FUNDING AGREEMENT

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

SECTION 1. FUNDS PROVIDED 2

SECTION 2. OTHER FUNDS 4

SECTION 3. ACCEPTANCE OF FUNDS 4

SECTION 4. DURATION 4

SECTION 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW 4

SECTION 6. SCOPE OF WORK 6

SECTION 7. REPORTS 7

SECTION 8. SCHEDULE OF COMPLETION 9

SECTION 9. BUDGET 10

SECTION 10. AMENDMENTS AND MODIFICATIONS 11

SECTION 11. ENVIRONMENTAL REVIEW CONDITIONS 12

SECTION 12. APPLICATION AND OTHER PRE-AWARD COSTS 13

SECTION 13. COMPENSATION AND METHOD OF PAYMENT 13

SECTION 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME 14

SECTION 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS 15

SECTION 16. REVERSION OF ASSETS 16

SECTION 17. DEPARTMENT OF HOUSING RESPONSIBILITIES 17

SECTION 18. SUBCONTRACTING 18

SECTION 19. FAILURE TO MAKE PROGRESS 18

SECTION 20. TERMINATION FOR CAUSE 18

SECTION 21. TERMINATION FOR CONVENIENCE 19

SECTION 22. ENFORCEMENT 19

SECTION 23. CANCELLATION 20

SECTION 24. RECORDS RETENTION 20

SECTION 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS 21

SECTION 26. AVAILABILITY OF FUNDS 21

SECTION 27. APPLICABLE LAW AND ARBITRATION 21

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

SECTION 28. INDEMNIFICATION **21**

SECTION 29. FEDERAL GOVERNMENT LIABILITY **22**

SECTION 30. AUDIT **22**

SECTION 31. AUDIT EXCEPTIONS **22**

SECTION 32. UNALLOWABLE USE OF FUNDS **22**

SECTION 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS **22**

SECTION 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF **23**

SECTION 35. IDENTIFICATION OF DOCUMENTS **23**

SECTION 36. COPYRIGHT **23**

SECTION 37. RIGHTS IN DATA **23**

SECTION 38. FUNDING CONDITIONS **23**

SECTION 39. NON-DISCRIMINATION **24**

SECTION 40. THIRD PARTY ANTITRUST VIOLATIONS **24**

SECTION 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT **24**

SECTION 42. INSURANCE **25**

SECTION 43. PRIVACY CONSIDERATIONS **27**

SECTION 44. NOTICES **27**

SECTION 45. REGISTRATION WITH SOCIAL SERVE **28**

SECTION 46. ADOH SIGNAGE **28**

SECTION 47. PHOTOGRAPHS **28**

SECTION 48. STATE OF ARIZONA **28**

SECTION 49. A.R.S. § 35-393.01. ..... **28**

SECTION 50. A.R.S. § 1-501 RELATING TO FEDERAL PROGRAMS **29**

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

ATTACHMENTS

- ☒ **A** **Scope of Work**
- ☒ **B** **Performance Report/Schedule of Completion**
- ☒ **C** **Budget**
- ☒ **D** **Request for Payment Form**
- ☐ **E** **Special Conditions of the Agreement**
- ☐ **F** **Certification and Other Requirements Relating to Title I or Title II Assistance**
- ☐ **G** **Authorizing Resolution(s)**
- ☐ **H** **Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)**

AGREEMENT NO. **801-23**
TERMINATION DATE June 30, 2024

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
CITY OF FLAGTAFF
FOR
HOMELESS SHELTER AND SERVICES

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH"),** located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☐ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").

☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").

☐ A.R.S. § 41-3957 (State Housing Program Fund) ("**HPF**").

☒ S.B. 1720 Homeless Shelter and Services Fund ("**HSSF**").

☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").

☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").

☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("**NHTF**").

☐ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").

☐ Title IV Energy Conservation and Production Act (ECPA), as amended; and 42 U.S.C. Section 6861, *et. seq.* including WAP regulations contained in 10 CFR 440, DOE Financial Assistance Rules at 2 CFR 200 and the Bipartisan Infrastructure Law (Infrastructure Investment and Jobs Act), Public Law 117-58. (**"DOE WAP BIL"**).

☐ H.R 2471, the Consolidated Appropriations Act, 2022 establishing the Weatherization Readiness Fund (**"DOE WRF"**).

☐ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

☐ Southwest Gas Corporation, Weatherization Assistance Program ("**SWG WAP**").

☐ Arizona Public Service, Weatherization Assistance Program ("**APS WAP**").

☐ Salt River Project, Weatherization Assistance Program ("**SRP WAP**").

☐ Crisis Contingency and Safety Net Fund) ("**CCSNF**").

☐ State Fiscal Recovery Funds ("**SFRF**")

and

CITY OF FLAGSTAFF
(Entity)

An Arizona City ("Recipient") DUNS #088302625, located at

211 W. Aspen Ave
Street
Flagstaff, AZ 86001
City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $840,000.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☐ **CDBG**, CFDA # 14.228
Federal Fiscal Year _____
$_____

☐ **HOME**, CFDA # 14.239
Federal Fiscal Year _____
$_____

☐ **HTF**
State Fiscal Year _____
$_____

☐ **HPF**
State Fiscal Year _____
$_____

☒ **HSSF**
State Fiscal Year 2023
$840,000.00

☐ **HOPWA**, CFDA # 14.241
Federal Fiscal Year _____
$_____

☐ **COC**, CFDA # 14.267
Federal Fiscal Year _____
$_____

☐ **NHTF**, CFDA # 14.275
Federal Fiscal Year _____
$_____

☐ **DOE WAP,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **DOE WAP BIL,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **DOE WRF,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **LIHEAP WAP**, CFDA # 93.568
Federal Fiscal Year _____
$_____

☐ **SWG WAP**
State Fiscal Year _____
$_____

☐ **APS WAP**
State Fiscal Year _____
$_____

☐ **SRP WAP**
State Fiscal Year _____
$_____

☐ **CCSNF**
State Fiscal Year _____
$_____

☐ **SFRF**
State Fiscal Year _____
$_____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until JUNE 30, 2024 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the

provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G,** ***Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☐ **CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook;* and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handboo*k; and (6) the *State Housing Fund Program Summary and Application Guide*.

☐ **HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.

☐ **HPF** funds require adherence to the *Special Needs Housing Manual* as revised.

☒ **HSSF** funds require adherence to S.B. 1720 and the Notice of Funds Available issued for acceptance of applications for HSSF funding.

☐ **COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.

☐ **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual.*

☐ **NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) State of Arizona Qualified Allocation Plan; and *(5) National Housing Trust Fund Allocation Plan.*

☐ **DOE WAP, DOE WAP BIL and DOE WRF** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) *the*

Arizona Weatherization Policies and Procedures Handbook; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *DOE WPN 22-4 Quality Work Plan.*

☐ **LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (3) *Health and Safety Plan (HSD Plan);* (4) *the Arizona Weatherization Policies and Procedures Handbook;* (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **SWG WAP, APS WAP or SRP WAP** funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (2) *Health and Safety Plan (HSD Plan);* (3) *the Arizona Weatherization Policies and Procedures Handbook*; (4) *Arizona Weatherization Assistance Program Field Guide;* (5) *Standard Work Specifications*; and (6) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **CCSNF** funds require adherence to the terms and conditions of the Crisis Contingency and Safety Net Fund such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis: (1) salaries for additional staffing; (2) operational expenses; and (3) any additional costs specifically outlined in the Scope of Work described in Section 6 below.

☐ **SFRF** funds require adherence to the terms and conditions of the State Fiscal Recovery Funds such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis through costs specifically outlined in the Scope of Work described in Section 6 below.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;

(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes;
(e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
(f) The ownership entity changes; and
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

☐ **HOME, NHTF, HTF** funded rental development projects ("Rental Projects") or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).

☐ **HOME, HTF and CDBG** non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☒ **HSSF** funded assistance for persons who are homeless ("Homeless Shelter and Services Projects"). Recipient must submit a *Quarterly Performance Report* attached hereto as Attachment B. The Quarterly Progress Report follows the state fiscal year from July 1 through June 30 and must be submitted to ADOH on the 20th day of October, January, April and July and address activities of the preceding quarter (i.e. the October report covers the months of July through September).

☐ **HOPWA** funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.

☐ **COC** funded assistance for persons who are homeless ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.

☐ **DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, SWG WAP, APS WAP and SRP WAP** funded projects ("Weatherization Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

☐ **CCSNF** funded projects ("CCSNF Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of June, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the July report covers the month of June).

☐ **SFRF** funded projects ("SFRF Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th of each month and address activities of the preceding month (i.e. the April report covers the month of March).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **Rental Projects funded with HOME or HTF**. Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ **Homeless Projects funded with HTF, HPF, HSSF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH

will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Weatherization.** Projects funded with DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, SWG WAP APS WAP and/or SRP WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at approximately four (4) months with additional re-allocations made on an as needed basis.

☐ **CCSNF Projects**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **SFRF Projects**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☐ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☐ **HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

(a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

☒ **HSSF, CCSNF and SFRF Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs.

☐ **WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs. Administration, Technical Assistance and Health and Safety line items cannot be increased unless the overall award of funds increases.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

☐ **WEATHERIZATION (DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☐ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP, DOE WAP BIL, DOE WRF and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

☒ **HSSF.** At the discretion of ADOH, FY 2023 HSSF grantees may receive all or a portion of their awarded funds in advance.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by

applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds

from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work;* and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer

period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination

and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
(d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
(e) Recapture funds and terminate contract;
(f) Withhold future ADOH grant awards from all sources; or
(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient

from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

☐ **CDBG funded projects only**: All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

☐ **WEATHERIZATION projects only**: All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds or HSSF funds per S.B. 1720, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds, HTF and HSSF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME, CDBG, HOPWA, COC, NHTF, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, CCSNF and SFRF programs, the availability of state funds provided for the state HTF, HPF and HSSF Programs and the availability of private funds provided for the SWG WAP, APS WAP and SRP WAP programs. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability

Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any

corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, CCSNF, SFRF) or state (HTF, HPF, HSSF) funds or private funds (APS, SRP, SWG) used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section

A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

(b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.

(c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable

with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability

insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall

be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

CITY OF FLAGSTAFF
Entity
GREG CLIFTON
Attention (if applicable)
211 W. ASPEN AVE
Mailing Address
Flagstaff, AZ 86001
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with *socialserve.com* and keep the project listed with *socialserve.com* for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of $100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a

boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOUSING	**CITY OF FLAGSTAFF RECIPIENT**
BY: _____	BY: _____ Digitally signed by Greg Clifton Date: 2023.06.23 15:46:18 -07'00'
Joan Serviss *or* Ruby Dhillon-Williams *or* Keon Montgomery	Greg Clifton
TITLE: Director	TITLE: City Manager
DATE: 06/27/23	DATE: 6/23/2023

ATTEST:

Digitally signed by Stacy Saltzburg
Date: 2023.06.23 10:30:36 -07'00'

CITY CLERK

APPROVED AS TO FORM:

Christina Rubalcava for

Digitally signed by Christina Rubalcava for
Date: 2023.06.22 13:11:39 -07'00'

CITY ATTORNEY

ATTACHMENT A
SCOPE OF WORK

The homeless services award will be comprised of Homeless Shelter and Services Funds (HSSF) and will allow the City of Flagstaff **(recipient)** to provide supportive services, overnight shelter, and move-in assistance to approximately 600 unsheltered persons experiencing homelessness.

This contract award is contingent upon:

A. Serving unsheltered persons experiencing homelessness as follows:

1. Assist approximately 600 unsheltered persons experiencing homelessness with supportive services, overnight shelter, and move-in assistance. Overnight shelter will include hotel/motel bed nights as emergency shelter for victims of crime who are unhoused due to their victimization, and temporary emergency shelter and transportation to people impacted by the closure of the "sober living" / residential facilities as part of Rainbow Bridge.

    i. A minimum of 20 homeless households will receive move-in assistance to cover security deposits and application fees for quick housing occupancy.
    ii. A minimum of 200 individuals will receive motel/hotel vouchers.

2. Partner with local homeless and housing service providers to facilitate transitional housing and move-in assistance for households experiencing homelessness.

B. Recipient shall begin project implementation no later than July 31, 2023.

C. Perform all allowable activities within the period of performance from July 1, 2023 through June 30, 2024.

D. Submit **quarterly** reports of the activities completed during the quarterly performance period and the data pertaining to unsheltered persons served on the Attachment B Performance Report Form (attached hereto).

Project Funds
The State has reserved $840,000.00 from Homeless Shelter and Services Fund dollars for project funding per the budget expenditures identified in the Recipient's program proposal.

Arizona Department of Housing

HSSF **ATTACHMENT B**

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	City of Flagstaff	Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024	Revision	
Activity	Homeless Shelter Services - Vouchers and Case management	Month	
Recipient Address	211 W. Aspen Ave	City	Flagstaff
Contact Person	Kristine Pavlik	Zip Code	86001
Phone	928-213-2749 Email kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist	Email		

Indicate adherence to contract or schedule changes Quarterly. Due by the 20th of the month following the Quarter end. See Below.

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Execute ADOH Contract	6/30/2023		
Program Start Date	7/1/2023		
Submission of 1st Quarter Report	10/20/2023		
Submission of 2nd Quarter Report	1/20/2024		
Submission of 3rd Quarter Report	4/20/2024		
Submission of Final Quarter Report	7/20/2024		
Project Complete - Contract Expires	6/30/2024		
Project Final Request for Reimbursement and Close Out Reports Due	8/30/2024		

Please provide: 1. a brief description of activities performed this period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. 2. The date of submission of your last Request for Payment (RFP) 3. All Data on Data Ta
RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.

Last RFP submitted on:

Recipient Authorized Signature Date	Title

Arizona Department of Housing

SFRF ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	City of Flagstaff	Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024		
Activity	Homeless Shelter Services - Vouchers and Case management	Month	
Recipient Address	211 W. Aspen Ave	City	Flagstaff
Contact Person	Kristine Pavlik	Zip Code	86001
Phone	928-213-2749 Email kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist	Email		

Indicate adherence to contract or schedule changes quarterly. Due by the 15th of month following the end of the quarter.

	Unduplicated			Duplicated			BED Nights	
Race	#	%	YTD #	#	%	YTD #	#	YTD #
11- White								
12- Black or African American								
13 - Asian								
14 – American Indian or Alaska Native								
15 – Native Hawaiian or Other Pacific Islander								
16 – Alaska Native and White								
17 – Asian and White								
18 –African American and White								
19- American Indian or Alaska Native and African American								
20 – Other Multi Racial								
Ethnicity								
Hispanic/Latino								
Non-Hispanic/Latino								
Not Specified								

Gender								
Male								
Female								
Transgender								
AMI								
0-30% AM								
31-50% AMI								
51-80% AMI								
81% + AMI								
Metrics								
BSHN Households Served								
HIRS Households served								
SCB Organizations served								
Age Group								
18-29								
30-39								
40-49								
50-59								
60 Plus								
Unknown								
Totals	0		0	0		0	0	0

Arizona Department of Housing

HSSF **Attachment C**

Budget

Recipient	City of Flagstaff			Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024			Revision No.	
Activity	Homeless Shelter Services - Vouchers and Case management				
Recipient Address	211 W. Aspen Ave			City	Flagstaff
Contact Person	Kristine Pavlik			Zip Code	86001
Phone	928-213-2749	Email	kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist		Email			

For specific allowable expenditures please refer to the Budget submitted with the Recipients FY2023 NOFA Response Proposal attached hereto.

a	c	d	e	f	g	h
Budget Line Item or Activity No.	HSSF FY2023	HSSF FY2023	Source Program Year	Source Program Year	Source Program Year	TOTAL
Activity 1 - Administration	$ 140,000.00					
Activity 2 - Project Specific		$ 700,000.00				
Total	$ 140,000.00	$ 700,000.00				$ 840,000.00

Arizona Department of Housing

HSSF **Attachment D**

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	City of Flagstaff			Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024			Pay Req. No	
Activity	Homeless Shelter Services - Vouchers and Case management			Direct Wire Dep	Yes No
Recipient Address	211 W. Aspen Ave.			City	Flagstaff
Contact Person	Kristine Pavlik			ZIP	86001
Phone	928-213-2749	Email	kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist		Email			

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	HSSF FY2023	HSSF FY2023	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Act. 1 Administration	N/A	$140,000.00			$ 140,000.00		$ 140,000.00
Act. 2 Project Specific	N/A		$700,000.00		$ 700,000.00		$ 700,000.00
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
Total		$140,000.00	$700,000.00	$ -	$ 840,000.00	$ -	$ 840,000.00

Recipient Authorized Signature Date Title

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports		Current ☐	Not Current ☐	For ADOH Use Only		
ADOH Program Specialist Approval		Date			ADOH Program Administrator Approval	Date

Arizona Department of Housing

F-4

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

Recipient	City of Flagstaff	Date	
Contract No	801-23	Pay Req. No	

Budget Line Item or Activity No	Description of Expense (List in according to funding source)	Paid (or Payable) to	Date Paid	Check # Invoice PO	Invoice Amount Charged to CDBG	Balance paid by other source	Name of other source
Totals							

January 23, 2024

THE CONTRACT BETWEEN THE CITY OF FLAGSTAFF
AND
NORTHLAND FAMILY HELP CENTER
FOR
SUBRECIPEINT AGREEMENT FOR ARIZONA DEPARTMENT OF HOUSING ("ADOH")
HOMELESS SHELTER AND SERVICES FUND GRANT FUNDING

THIS CONTRACT (the "Contract") is made and entered into by and between the City of Flagstaff , a municipal corporation (the "City") and Northland Family Help Center, a non-profit agency whose principal address is 2532 N 4th St, #506, Flagstaff, AZ 86004 (the "Agency").

RECITALS

A. The City has received certain funds from the Arizona Department of Housing ("ADOH Grant").

B. The City is authorized to utilize the ADOH Grant in accordance with the information provided by the Funding Agreement with the Arizona Department of Housing (the "ADOH Funding Agreement").

C. The Agency is a nonprofit community service organization and has agreed to provide eligible services pursuant to the ADOH Funding Agreement as set forth in Exhibit A, Scope of Work ("the Project").

E. The City desires to use the ADOH Grant to fund the Project and subject to the following terms and conditions the City desires to contract with the Agency to implement the Project.

GENERAL CONDITION OF THE CONTRACT

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. AMOUNT AND NATURE OF ASSISTANCE BY CITY

(a) Grant Amount

Subject to all of the terms, covenants, and conditions of this Contract, the City will provide the Agency with funds received from the **ADOH Grant** to finance the Project in an amount not to exceed **Sixty-One Thousand Nine Hundred Twenty-Six Dollars and 13/100 ($61,926.13)**. Agency shall not use the funds received from the City in any other manner except as provided herein. Wrongful expenditure of funds will constitute a breach of this Contract and the City shall have the right to terminate this Contract under the terms and conditions hereinafter recited.

(b) Payments

Payment by the City to the Agency shall be made on a reimbursement basis for all costs incurred. Reimbursement will be paid once per month in dollar amounts approved by the City for work completed. To request a reimbursement, Agency shall submit the Request for Payment forms which are attached hereto as **Exhibit "C"** and incorporated herein by this reference. All payment requests must be submitted by line item in conformance with the Budget attached hereto as **Exhibit "B"** and incorporated herein by this reference. All claims against this Contract shall be made only for expenses incurred within the contract time period defined in **Section 4.(b).** Final payment invoices must be received no later than sixty days after completion of the scope of work or contract time period. No payments shall be made after that date.

(c) Changes in Budget

No changes in budget will be permitted. Agency is solely responsible for any cost overages.

d) Indirect Costs

If indirect costs are charged, the Agency will develop an indirect cost allocation plan for determining the appropriate Agency's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

2. AGENCY'S SCOPE OF SERVICES

(a) Scope of Work

The Agency agrees to complete the Project as described in the Scope of Work, attached hereto as **Exhibit "A"** and incorporated herein by this reference.

(b) Changes in Scope of Work

No change(s) shall be made to the Scope of Work except by written contract amendment.

3. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Close-Out Report**,** and submission of all required documentation, the City shall furnish Agency with certification that all contractual obligations have been met. The City shall not unreasonably withhold such certification.

4. CONTRACT REQUIREMENTS

(a) Contract Administration

The Agency has obtained official authorization from its governing body in the form of a resolution, motion, or similar action authorizing the person identified in **Section 34** to administer this Contract and perform the required duties for the administration of this Contract. Such authorization is attached hereto as **Exhibit "E"** and incorporated herein by this reference.

(b) Contract Term and Extension

This Contract governs work done of the project between July 1, 2023 and June 30, 2024. No payments will be made to the Agency for cost incurred after the contract time period unless a written amendment to this Contract extending the time for performance has been executed by the parties.

(c) Incorporation of all provisions of ADOH Funding Agreement

Agency shall observe and follow all provisions of the ADOH Funding Agreement, hereby incorporated by reference into this Contract, and attached as **Exhibit F**, and shall require all subcontractors to do the same.

5. ADMINISTRATIVE REQUIREMENTS

(a) Accounting

The Agency shall comply with the requirements and standards of OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" and with OMB Circular A-110. The Agency's financial management system shall include at a minimum accurate, current, and complete disclosures of the grant program; records which adequately identify the source and application of funds provided for financially assisted activities; effective control over and accountability for grant cash, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation.

(b) Procurement

The Agency shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations,* Procurement Standards. Agency outreach and documentation shall be governed by the price limits set forth in the City of Flagstaff procurement standards, not withstanding OMB Circular A-110.

All procurement undertakings must make an effort to utilize Minority and Women owned Business Enterprises. The Agency shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with the grant funds.

(c) Internal Controls

The Agency will operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. Agency financial policies and lines of authority shall be reviewed during monitoring visits defined in **Section 5.d.**

(d) Monitoring

The Agency agrees to cooperate and provide all information necessary for the City to monitor the Agency periodically to ensure compliance with this contract, compliance with federal regulations and laws, fiscal responsibility, adequate performance, and any other item of concern relating to the use of funds and the provisions defined in this contract. The monitoring will take the form of at least one site visit of Agency's place of business and/or construction site and other various requests for information.

(e) Documentation and Record-Keeping

Pursuant to Arizona Revised Statues (A.R.S.) §35-214, Agency shall retain and require that its subcontractors retain for inspection and audit by the City and/or ADOH all books, accounts, reports, files including information regarding actual beneficiaries of the funds, and other records relating to the bidding and performance of this Contract for a period of five (5) years following the date on which the City provides notice that this Contract has been fully closed out through a certificate of completion or that this Contract has been terminated.

Upon request by ADOH and/or the City, Agency shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General or Flagstaff City Hall, as set forth in the request. The original records shall be available and produced for inspection and audit when required by ADOH, the Auditor General, or the City.

Agency shall maintain records that adequately identify the source and application of the funds provided under this Contract (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Agency will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Agency holding any liens or notes as a result of this funding, Agency must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

(f) Monthly Reports to City

The Agency shall prepare and submit to the City on a monthly basis the Performance Report attached hereto as **Exhibit "E"** and incorporated by this reference for the duration of this contract. The Agency agrees to submit other reports and records as may be required by the City from time to time, which are related to the implementation of the Project, adherence to the contract, and adherence to federal, state, and local laws and regulations.

(g) Reports to City

The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment,

unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

The Agency agrees to submit such reports as the City may require, including litigation reports, financial management reports required by Federal Management Circular 74-7, equal opportunity reports as may be necessary pursuant to the rules and regulations under Title VI, Civil Rights Act of 1964; Title VIII, Civil Rights Act of 1968; Executive Order 11246, as amended, and Executive Order 11053, or any reports as may be further required.

(h) Close-Out Report

The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. The City will send the Agency written notification that a Close-Out Report is due when one of the following contractual obligations have been met: 1) the funds stated in **Section 1.a.** have been expended and the Scope of Work has been completed; 2) the contract period stated in **Section 4.b.** has expired; or 3) the Scope of Work has been completed. The Agency shall submit the Close-Out Report attached in that letter within sixty (60) days of receiving this notification.

(i) Financial Audit

The Agency shall submit a financial audit and Management Letter to the City within 30 days after receipt of the auditor's report or 9 months after the end of the audit period during which federal funds were expended. The audit shall be in conformance with the audit requirements of OMB Circular A-133.

6. FUNDS RECOUPED BY AGENCY

The Agency shall follow all rules, requirements, and procedures related to recoupment of funds, interest, and program income set forth by ADOH in Section 14 the ADOH Funding Agreement.

7. DE-OBLIGATION, RECAPTURE, AND REPAYMENT OF FUNDS

The Agency shall follow all rules, requirements, and procedures related to the de-obligation, recapture, and repayment of funds set forth by ADOH in Section 15 the ADOH Funding Agreement.

8. POLITICAL ACTIVITIES

The Agency shall not use Grant funds to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9. DRUG-FREE WORKPLACE ACT OF 1988

The Agency certifies that it will maintain a drug-free workplace.

10. REVERSION OF ASSETS

The Agency shall transfer to the City, upon expiration of the Contract, all unexpended funds advanced to the Agency and all assets purchased with funds including equipment, furniture, unused materials, and any accounts receivable attributable to the use of funds not approved for reuse**.** The Agency shall further follow all rules, requirements, and procedures related to reversion of assets set forth by ADOH in Section 16 the ADOH Funding Agreement.

11. ACKNOWLEDGEMENT

Agency shall acknowledge during the term of the contract the contribution of the City of Flagstaff and ADOH toward the Project in all instances where the contributions to the Project are recognized or listed. All materials used for public outreach and for informational purposes as part of this Project shall identify the source of the state funds (HSSF) as well as an acknowledgement of support from ADOH and the City.

12. PROJECT IMPLEMENTATION

Agency shall have responsibility for day-to-day management and implementation of the Project.

13. COPYRIGHT AND RIGHTS IN DATA

Reports, maps, or other documents produced in whole or in part under this Contract are works for hire and shall not be the subject of any application for copyright by or on behalf of Agency, or by any employee or subcontractor of Agency. Agency shall advise the City at the time of delivery of any copyrighted or copyrightable material under this Contract, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

The City and ADOH may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Contract.

14. INSURANCE

Agency shall purchase and maintain in full force the following insurance during the contract period. Agency shall provide to the City evidence of the required insurance coverage. All certifications of insurance must provide for thirty (30) days' notice to the City of cancellation, non-renewal, or material change.

The Agency and its Subconsultants, at Agency's and Subconsultants own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed,

possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Agency's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Agency shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect the City.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Agency's acts, errors, mistakes, omissions, work, or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Agency shall be solely responsible for the deductible and/or self-insured retention, and the City, at its option, may require the Agency to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Agency of any deficiencies in such policies and endorsements, and such receipt shall not relieve Agency from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Agency's obligations under this Contract.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Contract shall name the City, its agents, representatives, officers, directors, officials, and employees as additional insureds.

(a) Required Coverage

i. Commercial General Liability

Agency shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Agency's operations and products and completed operations.

(b) Automobile Liability

Agency shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Agency's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Agency's work. Coverage will be at least as broad as coverage code 1, "any auto" (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

(c) Worker's Compensation

The Agency shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Agency's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Agency will require the Subconsultant to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Agency.

(d) Certificates of Insurance

Prior to commencing work or services under this Contract, Agency shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Agency's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Agency's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

(e) Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty-(30) days' written notice to the City.

15. INDEPENDENT AGENCY STATUS

Agency is an independent entity in the performance of all activities and functions pursuant to this Contract. Agency and City are not and shall not be considered as joint venturers, partners, or agents of each other and neither shall have the power to bind or obligate the other. Agency's officers, employees, agents, and subcontractors shall not be considered as officers, employees, agents, or subcontractors of the City. Agency hereby agrees not to represent to anyone that Agency is an agent of the City or has any authority to act on behalf of the City. Agency shall be responsible for all employment compensation claims for Workman's Compensation benefits, or other claims by employees arising as a result of activities funded in whole or in part from the proceeds of this Contract, and the Agency shall hold the City harmless for any and all such claims.

16. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

Agency 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 Agency, 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, Agency 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 Agency, 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.

17. NONDISCRIMINATION

(a) Nondiscrimination

Agency shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Agency from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability, or political affiliation and require Agency to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Agency shall comply with all of the other requirements of Executive Order 2009-09. Agency shall further comply with all local ordinances prohibiting discrimination 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, and/or familial status. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the Flagstaff City Code, Chapter 14-02, Civil Rights, which also prohibits discrimination based on sexual orientation or gender identity or expression.

Agency agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Agency

shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Agency shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Agency agrees to comply, and will require any subcontractor(s) to comply, with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations-Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations - Equal Treatment for Faith-Based Organizations).

(b) Incorporation of Nondiscrimination Clause in Agency Activities

The Agency further agrees that this clause will be incorporated in all construction, supplier, or job consultant contracts entered into in connection with this Contract.

18. COMPLIANCE WITH LAWS

(a) Local Laws

The Agency shall give all notices and comply with all laws, ordinances, rules, building codes, regulations, and lawful orders of any public authority bearing on the performance of activities pursuant to this Contract. If the Agency observes that any of the Contract documents are in conflict with any laws, statutes, building codes, and/or regulations, it shall promptly notify the City, in writing, and any necessary changes shall be accomplished by appropriate written modification.

(b) Immigration

The Agency, and its contractors, shall abide by all regulations pursuant to the Immigration and Naturalization Reform Act of 1986.

Agency warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”)

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Agency may be subject to penalties up to and including termination of this Contract.

ADOH and the City retain the legal right to inspect the papers of any employee who works on this Contract to ensure that Agency or Agency's subcontractor is complying with the warranty in this section.

(c) Liability

Should the Agency perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes, and/or regulations, and not give proper notice to the City, it shall assume full responsibility therefore and shall bear all cost incurred due to its negligence.

19. THIRD PARTY ANTITRUST VIOLATIONS

Agency assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Agency toward fulfillment of this Contract.

20. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Agency agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

21. 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.

22. ADOH SIGNAGE

For new construction and rehabilitation projects, Agency must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Agency incorporates ADOH information into a larger group sign.

23. PHOTOGRAPHS

For new construction and rehabilitation projects, Agency is required to provide to ADOH before and after photographs of the project in digital or film format.

24. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01

If the Agency engages in for-profit activity and has ten (10) or more employees, and if this

Contract has a value of $100,000 or more, then the Agency certifies it is not currently engaged in, and agrees for the durations of this Contract, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

25. NO WAIVER

Both Parties have the right to 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.

26. ASSIGNMENT

Agency 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 Agency (Assignor) from any of its obligations and liabilities under the Contract with respect to the City.

27. DISPUTES

If a dispute arises out of or relates to this Contract, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation, or some other dispute resolution procedure. Mediation shall be self-administered and conducted under the procedures in use by the Alternative Dispute Resolution Program of the Coconino County Superior Court, unless other procedures are agreed upon by the parties. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This Contract does not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure. Any dispute not disposed of by mutual agreement by the parties shall be decided in accordance with the applicable Arizona laws, ordinances, and codes of the state and local government.

28. AVAILABILITY OF FUNDS

It is expressly understood by the parties hereto that this Contract has been negotiated and executed in anticipation of receipt of funds by the City from the ADOH Grant and that therefore the terms, conditions, and sums payable under this Contract are subject to any changes, limitations, or cancellation which may be required by the terms of said grant agreement. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City or ADOH in the event this provision is exercise and neither the City nor ADOH shall be obligated or liable for any future payments or for any damages as a result of termination under this section.

29. GOVERNING LAW AND FORUM

The Contract shall be construed in accordance with the laws of Arizona. In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

30. CONTINUING LIABILITY

Agency shall have continuing liability after the term of this Contract for any breach of this Contract, including failure to perform in accordance with required federal law and rules and regulations promulgated thereunder until after all complaints, investigations, and sanctions, including those arising out of audits performed by the City, ADOH, or other authorized agencies are resolved. Agency shall be liable for any sanctions or requirements imposed at any time upon the City arising out of Agency's activities performed pursuant to this Contract.

31. TERMINATION

(a) Cancellation for Conflicts of Interest

All parties hereto acknowledge that this Contract is subject to cancellation by the City of Flagstaff pursuant to the provisions of the Section 38-511, Arizona Revised Statutes.

(b) Termination for Cause

The City may suspend or terminate this Contract if Agency violates any term or condition of this Contract of if Agency fails to maintain a good faith effort to carry out the purpose of this Contract by providing written notice to the Agency. Costs incurred by Agency resulting from obligations incurred during a suspension or after termination are not allowable unless the City expressly authorizes them in the notice of suspension or cancellation. If the City terminates this Contract for cause, the Agency must repay to the City all funds provided to the Agency under this Contract.

(c) Termination for Convenience

City or Agency may terminate this Contract for convenience if either party believes that continuation will not produce beneficial results. The terminating party must notify the other party in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Agency terminates for convenience, it must repay all funds provided by the City under this Contract.

32. ROLES AND RESPONSIBILITIES

(a) Agency Representative

The Agency is responsible to ensure the Agency Representative listed in **Section 34(a)** executes the activities and obligations enumerated in this Contract.

The City will contact the Agency Representative when communicating with the Agency. The City shall be notified, in writing, of changes of personnel filling this position. The Agency Representative may utilize the professional services of other advisors as his/her agent. Said agent shall be responsible to the Agency Representative.

(b) City Representative

The City is responsible to ensure the City Representative listed in **Section 34 (b)** executes the activities and obligations enumerated in this Contract.

The Agency will contact the City Representative when communicating with the Agency. The Agency will be notified, in writing, of changes of personnel filling this position. The City Representative may utilize the professional services of other advisors as his/her agent. Said agent shall be responsible to the City Representative.

33. NOTICES, DEMANDS, AND COMMUNICATIONS BETWEEN THE PARTIES

Formal notices, demands, and communications between the City and Agency shall be deemed sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, and deemed received 48 hours later, to the principal offices of the City and the Agency addressed to each party as follows:

a) Agency:
Northland Family Help Center
Shaleen Seward, Executive Director
2532 N 4th St, #506
Flagstaff, Arizona 86004
928-233-4303 (Phone)
sseward@northlandfamily.org (Email)

(b) City:
City of Flagstaff
Housing & Grants Administrator
Flagstaff Housing Section
211 West Aspen Avenue
Flagstaff, Arizona 86001
928-213-2749 (Phone)
kristine.pavlik@flagstaffaz.gov (Email)

Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section.

34. LIST OF CONTRACT DOCUMENTS

This Contract consists of the following documents:

(a) The terms of the Contract
(b) Scope of Work – **Exhibit A**
(c) Budget – **Exhibit B**
(d) Request for Payment and Performance Report Form – **Exhibit C**
(e) Agency Authorization to Execute Contract – **Exhibit D**
(f) ADOH Funding Agreement – **Exhibit E**

[Signature page follows]

IN WITNESS WHEREOF, all parties concerned acknowledge that they have read, understand, approve, and accept all of the provisions of this Contract and the attachments thereto.

DATED this ____ day of _____, 2024.

City of Flagstaff

Greg Clifton, City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

Northland Family Help Center

Shaleen Seward, Executive Director

Attest:

Corporate Secretary

EXHIBIT A

SCOPE OF WORK

1. PROGRAM ELIGIBILITY CRITERIA

The Northland Family Help Center ("Agency") Supporting Youth Experiencing Homelessness Program ("Project") will allow the Agency to provide emergency shelter to 30 unduplicated youth.

1.1 Eligibility for the Project administered by the Agency requires that the client:

1.1.1 Be presently experiencing homelessness, as defined by HUD.

1.2 Agency shall document and retain all client records with regards to Project eligibility.

2. SCOPE OF WORK

The Agency will provide services as set forth in detail in its October 10, 2023, proposal submitted in response to the City of Flagstaff Homeless Shelter and Services Funds (HSSF) Notice of Funding Availability, hereby incorporated by reference, and as described herein.

The Agency will utilize Homeless Shelter and Services Funds to support the salaries and wages of Youth Shelter program staff.

2.1 The Agency agrees to serve thirty (30) unsheltered individuals experiencing homelessness and under the age of 18.

2.2 Agency will provide the necessary personnel, equipment, office space, meeting space, supplies, and services to conduct the services as described herein.

2.3 Agency's responsibilities include:

2.3.1 Hiring and training staff involved in the program operations.
2.3.2 Providing the services as described herein.

3. PROJECT ADMINISTRATION

The Agency will provide all of the necessary services to carry out the daily tasks of ensuring that the project progresses satisfactorily and that all of the administrative functions associated with the project are properly executed in accordance with the contract and the requirements of the Arizona Department of Housing Homeless Shelter and Services Funds.

3.1 Agency responsibilities include:

3.1.1 Maintain project files detailing expenses, procurement, project information, and correspondence, in addition to any other necessary information.

3.1.2 Submit applicable grant reports to the Housing Section.

3.1.3 Maintain client files detailing income eligibility and back up documentation, ethnicity, age, and special needs, in addition to any other necessary information.

3.1.4 Maintain project accounting records, including documentation of expenditures and receipts.

3.1.5 Manage personnel.

3.1.6 Complete audits and other submissions.

3.1.7 Ensure a cost-effective, timely and efficient delivery of services.

3.1.8 Ensure that an open process is conducted in all outreach activities and equal opportunity is provided to all persons regardless of race, color, sex, sexual orientation, religion, handicap, familial status, or national origin.

January 23, 2024

EXHIBIT B

BUDGET

Project Budget	**$61,926.13**
City of Flagstaff	**CDBG / ARPA CLFRF 2023/2024**
Project Description:	Emergency shelter for youth experiecing
Implementing Agency:	Northland Family Help Center
CoF Project Number:	
Persons Served:	60
Date Submitted:	1/20/2024

Item/Activity Identifier	Item/Activity Desription	Source 1	Source 2	Leverage	In-Kind	Project
		City of Flagstaff CDBG	Federal/State/Local Funding	Agency Financing	Donations	TOTALS
1	**Program or Project Related Expenses**					
A	Client Assistance	$0.00	$0.00	$0.00	$0.00	**$0**
B	Program Supplies	$0.00	$1,000.00	$4,000.00	$0.00	**$5,000**
C	Vital records	$0.00	$0.00	$0.00	$0.00	**$0**
D	Fuel	$0.00	$0.00	$0.00	$0.00	**$0**
E	Program Supplies	$0.00	$1,800.00	$5,760.00	$0.00	**$7,560**
F	Bus Passes	$0.00	$0.00	$0.00	$0.00	**$0**
G	Emergency Hotel/Motel Vouchers	$0.00	$0.00	$0.00	$0.00	**$0**
H	HMIS/student database	$0.00	$0.00	$0.00	$0.00	**$0**
I	Interns	$0.00	$0.00	$0.00	$5,120.00	**$5,120**
J	In-kind donations and gift cards	$0.00	$0.00	$0.00	$3,360.00	**$3,360**
2	**Administration**					**$0**
A	Salaries	$61,926.13	$248,900.00	$189,674.00	$0.00	**$500,500**
B	Staff expenses (travel reimbursement cms, phone, training)	$0.00	$550.00	$1,210.00	$0.00	**$1,760**
C	Agency Indirect	$0.00	$0.00	$0.00	$0.00	**$0**
3	**Facility Value**					**$0**
A	Facilities	$0.00	$35,617.00	$67,665.00	$0.00	**$103,282**
B	Operating	$0.00	$28,169.00	$43,742.00	$0.00	**$71,911**
Totals		$ 61,926.13	$ 316,036.00	$ 312,051.00	$ 8,480.00	$698,493.13

January 23, 2024

EXHIBIT C

REQUEST FOR PAYMENT AND PERFORMANCE REPORT FORM

CITY OF FLAGSTAFF

Arizona Department of Housing Homeless Shelter Services Funds

HOUSING ASSISTANCE

PAYMENT REQUEST

Business Name: _____

Pay Request Period: _____ **Request Number:** _____ **Amount Requested:** _____

EXPENDITURES

Description of Expenditures	Total Award	Previous Expenditures	Current Amount Requested	Remaining Balance
				$0.00

CERTIFICATION

I/we certify that this Request for Payment has been drawn in accordance with the terms and conditions of the Contract cited above.

Signature: _____ **Name & Title:** _____ **Date:** _____

Signature: _____ **Name & Title:** _____ **Date:** _____

FOR CITY USE ONLY

Vendor #: _____ Fiscal Year & Amount: _____

PO #: _____ Fiscal Year & Amount: _____

Project#: _____ Total Approved: _____

Management Services

_____

Stacey Brechler-Knaggs Date

Grants, Contracts, & Emergency Management Director

Community Development

_____

Kristine Pavlik Date

Housing & Grants Administrator

PAYMENT REQUEST

Business Name:

Pay Request Period: _____ **Request Number:** _____ **Amount Requested:** _____

EXPENDITURES

Line Item	Expense Description	Vendor	Date Paid	Check Number	Total	Reimbursement Request
					Total Request	$0.00

CITY OF FLAGSTAFF

AMERICAN RESCUE PLAN ACT (ARPA) REVENUE REPLACEMENT FUNDS

HOUSING ASSISTANCE

PERFORMANCE REPORT

BUSINESS NAME:

CONTACT NAME:

PHONE NUMBER:

EMAIL ADDRESS:

BRIEF PROJECT SUMMARY:

REPORTING PERIOD (MM/YY - MM/YY):

SUMMARY OF THIS PERIOD'S PROGRESS:

SUMMARY OF ACTIVITIES PLANNED FOR NEXT PERIOD:

CERTIFIED BY:

SIGNATURE

DATE

NAME AND TITLE

LIST OF ATTACHMENTS, IF APPLICABLE:
(ie. Additional reports, photos, etc)

Arizona Department of Housing

SFRF **ATTACHMENT B**

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient		Date	11/8/2023
Project		Month	FY24 Q1
Recipient Address		City	Flagstaff
Contact Person		Zip Code	
Phone	Email	County	Coconino

Indicate adherence to contract or schedule changes quarterly. Due by the 15th of month following the end of the quarter.

	Unduplicated			Duplicated			BED Nights	
Race	#	%	YTD #	#	%	YTD #	#	YTD #
11- White								
12- Black or African American								
13 - Asian								
14 – American Indian or Alaska Native								
15 – Native Hawaiian or Other Pacific Islander								
16 – Alaska Native and White								
17 – Asian and White								
18 –African American and White								
19- American Indian or Alaska Native and African American								
20 – Other Multi Racial								
Ethnicity								
Hispanic/Latino								
Non-Hispanic/Latino								
Not Specified								

Gender								
Male								
Female								
Transgender								
AMI								
0-30% AM								
31-50% AMI								
51-80% AMI								
81% + AMI								
Metrics								
BSHN Households Served								
HIRS Households served								
SCB Organizations served								
LEP/LAP								
Age Group								
18-29								
30-39								
40-49								
50-59								
60 Plus								
Unknown								
Totals	0		0	0		0	0	0

January 23, 2024

EXHIBIT D

AGENCY AUTHORIZATION TO EXECUTE CONTRACT

CITY OF FLAGSTAFF – GRANTS MANAGEMENT
AUTHORIZED SIGNATURE FORM - CORPORATION

AGENCY: _____
DUNS NO: _____
PROJECT: _____
GRANT NAME: _____

Whereas, _____(AGENCY), an Arizona corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of _____ (AGENCY) that _____(INDIVIDUAL) is authorized to execute on behalf of said corporation the following:

1. Contract/Agreement
2. Payment and Performance Bonds
3. Payrolls
4. Claims
5. Change Orders
6. All other papers necessary for the corporation's affairs and the execution of the Contract/Agreements

The powers and duties herein granted shall be and are hereby granted for the duration of the assurance for this project or until express notice of revocation has been duly given in writing, whichever is the lesser period.
Dated and passed by the Board of Directors this _____day of _____, 2024.

_____
_____
_____
_____

Signature of Person(s) Authorized to Sign

Name and Title of Person(s) Authorized to Sign

CERTIFICATE

I, _____ of _____(AGENCY), an Arizona corporation, do hereby certify the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said board held on _____, 2024, and the same is in full force and effect at this time.

Dated_____

_____
(Signature of Officer of Corporation)

(Corporate Seal)

STATE of Arizona)
) ss
COUNTY of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by

_____ of _____ (AGENCY), an Arizona corporation, on behalf of the corporation.

_____
Notary Public

January 23, 2024

EXHIBIT E

ADOH FUNDING AGREEMENT

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

SECTION 1. FUNDS PROVIDED 2

SECTION 2. OTHER FUNDS 4

SECTION 3. ACCEPTANCE OF FUNDS 4

SECTION 4. DURATION 4

SECTION 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW 4

SECTION 6. SCOPE OF WORK 6

SECTION 7. REPORTS 7

SECTION 8. SCHEDULE OF COMPLETION 9

SECTION 9. BUDGET 10

SECTION 10. AMENDMENTS AND MODIFICATIONS 11

SECTION 11. ENVIRONMENTAL REVIEW CONDITIONS 12

SECTION 12. APPLICATION AND OTHER PRE-AWARD COSTS 13

SECTION 13. COMPENSATION AND METHOD OF PAYMENT 13

SECTION 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME 14

SECTION 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS 15

SECTION 16. REVERSION OF ASSETS 16

SECTION 17. DEPARTMENT OF HOUSING RESPONSIBILITIES 17

SECTION 18. SUBCONTRACTING 18

SECTION 19. FAILURE TO MAKE PROGRESS 18

SECTION 20. TERMINATION FOR CAUSE 18

SECTION 21. TERMINATION FOR CONVENIENCE 19

SECTION 22. ENFORCEMENT 19

SECTION 23. CANCELLATION 20

SECTION 24. RECORDS RETENTION 20

SECTION 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS 21

SECTION 26. AVAILABILITY OF FUNDS 21

SECTION 27. APPLICABLE LAW AND ARBITRATION 21

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

SECTION 28. INDEMNIFICATION **21**

SECTION 29. FEDERAL GOVERNMENT LIABILITY **22**

SECTION 30. AUDIT **22**

SECTION 31. AUDIT EXCEPTIONS **22**

SECTION 32. UNALLOWABLE USE OF FUNDS **22**

SECTION 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS **22**

SECTION 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF **23**

SECTION 35. IDENTIFICATION OF DOCUMENTS **23**

SECTION 36. COPYRIGHT **23**

SECTION 37. RIGHTS IN DATA **23**

SECTION 38. FUNDING CONDITIONS **23**

SECTION 39. NON-DISCRIMINATION **24**

SECTION 40. THIRD PARTY ANTITRUST VIOLATIONS **24**

SECTION 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT **24**

SECTION 42. INSURANCE **25**

SECTION 43. PRIVACY CONSIDERATIONS **27**

SECTION 44. NOTICES **27**

SECTION 45. REGISTRATION WITH SOCIAL SERVE **28**

SECTION 46. ADOH SIGNAGE **28**

SECTION 47. PHOTOGRAPHS **28**

SECTION 48. STATE OF ARIZONA **28**

SECTION 49. A.R.S. § 35-393.01. ..... **28**

SECTION 50. A.R.S. § 1-501 RELATING TO FEDERAL PROGRAMS **29**

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

ATTACHMENTS

- ☒ **A** **Scope of Work**
- ☒ **B** **Performance Report/Schedule of Completion**
- ☒ **C** **Budget**
- ☒ **D** **Request for Payment Form**
- ☐ **E** **Special Conditions of the Agreement**
- ☐ **F** **Certification and Other Requirements Relating to Title I or Title II Assistance**
- ☐ **G** **Authorizing Resolution(s)**
- ☐ **H** **Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)**

AGREEMENT NO. **801-23**
TERMINATION DATE June 30, 2024

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
CITY OF FLAGTAFF
FOR
HOMELESS SHELTER AND SERVICES

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH"),** located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☐ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").

☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").

☐ A.R.S. § 41-3957 (State Housing Program Fund) ("**HPF**").

☒ S.B. 1720 Homeless Shelter and Services Fund ("**HSSF**").

☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").

☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").

☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("**NHTF**").

☐ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").

☐ Title IV Energy Conservation and Production Act (ECPA), as amended; and 42 U.S.C. Section 6861, *et. seq.* including WAP regulations contained in 10 CFR 440, DOE Financial Assistance Rules at 2 CFR 200 and the Bipartisan Infrastructure Law (Infrastructure Investment and Jobs Act), Public Law 117-58. (**"DOE WAP BIL"**).

☐ H.R 2471, the Consolidated Appropriations Act, 2022 establishing the Weatherization Readiness Fund (**"DOE WRF"**).

☐ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

☐ Southwest Gas Corporation, Weatherization Assistance Program ("**SWG WAP**").

☐ Arizona Public Service, Weatherization Assistance Program ("**APS WAP**").

☐ Salt River Project, Weatherization Assistance Program ("**SRP WAP**").

☐ Crisis Contingency and Safety Net Fund) ("**CCSNF**").

☐ State Fiscal Recovery Funds ("**SFRF**")

and

CITY OF FLAGSTAFF
(Entity)

An Arizona City ("Recipient") DUNS #088302625, located at

211 W. Aspen Ave
Street
Flagstaff, AZ 86001
City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $840,000.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☐ **CDBG**, CFDA # 14.228
Federal Fiscal Year _____
$_____

☐ **HOME**, CFDA # 14.239
Federal Fiscal Year _____
$_____

☐ **HTF**
State Fiscal Year _____
$_____

☐ **HPF**
State Fiscal Year _____
$_____

☒ **HSSF**
State Fiscal Year 2023
$840,000.00

☐ **HOPWA**, CFDA # 14.241
Federal Fiscal Year _____
$_____

☐ **COC**, CFDA # 14.267
Federal Fiscal Year _____
$_____

☐ **NHTF**, CFDA # 14.275
Federal Fiscal Year _____
$_____

☐ **DOE WAP,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **DOE WAP BIL,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **DOE WRF,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **LIHEAP WAP**, CFDA # 93.568
Federal Fiscal Year _____
$_____

☐ **SWG WAP**
State Fiscal Year _____
$_____

☐ **APS WAP**
State Fiscal Year _____
$_____

☐ **SRP WAP**
State Fiscal Year _____
$_____

☐ **CCSNF**
State Fiscal Year _____
$_____

☐ **SFRF**
State Fiscal Year _____
$_____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until JUNE 30, 2024 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the

provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G,** ***Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☐ **CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook;* and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handboo*k; and (6) the *State Housing Fund Program Summary and Application Guide*.

☐ **HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.

☐ **HPF** funds require adherence to the *Special Needs Housing Manual* as revised.

☒ **HSSF** funds require adherence to S.B. 1720 and the Notice of Funds Available issued for acceptance of applications for HSSF funding.

☐ **COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.

☐ **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual.*

☐ **NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) State of Arizona Qualified Allocation Plan; and *(5) National Housing Trust Fund Allocation Plan.*

☐ **DOE WAP, DOE WAP BIL and DOE WRF** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) *the*

Arizona Weatherization Policies and Procedures Handbook; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *DOE WPN 22-4 Quality Work Plan.*

☐ **LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (3) *Health and Safety Plan (HSD Plan);* (4) *the Arizona Weatherization Policies and Procedures Handbook;* (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **SWG WAP, APS WAP or SRP WAP** funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (2) *Health and Safety Plan (HSD Plan);* (3) *the Arizona Weatherization Policies and Procedures Handbook*; (4) *Arizona Weatherization Assistance Program Field Guide;* (5) *Standard Work Specifications*; and (6) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **CCSNF** funds require adherence to the terms and conditions of the Crisis Contingency and Safety Net Fund such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis: (1) salaries for additional staffing; (2) operational expenses; and (3) any additional costs specifically outlined in the Scope of Work described in Section 6 below.

☐ **SFRF** funds require adherence to the terms and conditions of the State Fiscal Recovery Funds such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis through costs specifically outlined in the Scope of Work described in Section 6 below.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;

(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes;
(e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
(f) The ownership entity changes; and
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

☐ **HOME, NHTF, HTF** funded rental development projects ("Rental Projects") or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).

☐ **HOME, HTF and CDBG** non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☒ **HSSF** funded assistance for persons who are homeless ("Homeless Shelter and Services Projects"). Recipient must submit a *Quarterly Performance Report* attached hereto as Attachment B. The Quarterly Progress Report follows the state fiscal year from July 1 through June 30 and must be submitted to ADOH on the 20th day of October, January, April and July and address activities of the preceding quarter (i.e. the October report covers the months of July through September).

☐ **HOPWA** funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.

☐ **COC** funded assistance for persons who are homeless ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.

☐ **DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, SWG WAP, APS WAP and SRP WAP** funded projects ("Weatherization Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

☐ **CCSNF** funded projects ("CCSNF Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of June, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the July report covers the month of June).

☐ **SFRF** funded projects ("SFRF Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th of each month and address activities of the preceding month (i.e. the April report covers the month of March).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **Rental Projects funded with HOME or HTF**. Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ **Homeless Projects funded with HTF, HPF, HSSF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH

will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Weatherization.** Projects funded with DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, SWG WAP APS WAP and/or SRP WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at approximately four (4) months with additional re-allocations made on an as needed basis.

☐ **CCSNF Projects**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **SFRF Projects**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☐ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☐ **HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

(a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

☒ **HSSF, CCSNF and SFRF Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs.

☐ **WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs. Administration, Technical Assistance and Health and Safety line items cannot be increased unless the overall award of funds increases.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

☐ **WEATHERIZATION (DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☐ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP, DOE WAP BIL, DOE WRF and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

☒ **HSSF.** At the discretion of ADOH, FY 2023 HSSF grantees may receive all or a portion of their awarded funds in advance.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by

applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds

from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work;* and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer

period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination

and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
(d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
(e) Recapture funds and terminate contract;
(f) Withhold future ADOH grant awards from all sources; or
(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient

from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

☐ **CDBG funded projects only**: All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

☐ **WEATHERIZATION projects only**: All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds or HSSF funds per S.B. 1720, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds, HTF and HSSF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME, CDBG, HOPWA, COC, NHTF, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, CCSNF and SFRF programs, the availability of state funds provided for the state HTF, HPF and HSSF Programs and the availability of private funds provided for the SWG WAP, APS WAP and SRP WAP programs. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability

Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any

corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, CCSNF, SFRF) or state (HTF, HPF, HSSF) funds or private funds (APS, SRP, SWG) used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section

A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

(b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.

(c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable

with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability

insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall

be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

CITY OF FLAGSTAFF
Entity
GREG CLIFTON
Attention (if applicable)
211 W. ASPEN AVE
Mailing Address
Flagstaff, AZ 86001
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with *socialserve.com* and keep the project listed with *socialserve.com* for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of $100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a

boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOUSING	**CITY OF FLAGSTAFF RECIPIENT**
BY: _____	BY: _____ Digitally signed by Greg Clifton Date: 2023.06.23 15:46:18 -07'00'
Joan Serviss *or* Ruby Dhillon-Williams *or* Keon Montgomery	Greg Clifton
TITLE: Director	TITLE: City Manager
DATE: 06/27/23	DATE: 6/23/2023

ATTEST:

Digitally signed by Stacy Saltzburg
Date: 2023.06.23 10:30:36 -07'00'

CITY CLERK

APPROVED AS TO FORM:

Christina Rubalcava for

Digitally signed by Christina Rubalcava for
Date: 2023.06.22 13:11:39 -07'00'

CITY ATTORNEY

ATTACHMENT A
SCOPE OF WORK

The homeless services award will be comprised of Homeless Shelter and Services Funds (HSSF) and will allow the City of Flagstaff **(recipient)** to provide supportive services, overnight shelter, and move-in assistance to approximately 600 unsheltered persons experiencing homelessness.

This contract award is contingent upon:

A. Serving unsheltered persons experiencing homelessness as follows:

1. Assist approximately 600 unsheltered persons experiencing homelessness with supportive services, overnight shelter, and move-in assistance. Overnight shelter will include hotel/motel bed nights as emergency shelter for victims of crime who are unhoused due to their victimization, and temporary emergency shelter and transportation to people impacted by the closure of the "sober living" / residential facilities as part of Rainbow Bridge.

    i. A minimum of 20 homeless households will receive move-in assistance to cover security deposits and application fees for quick housing occupancy.
    ii. A minimum of 200 individuals will receive motel/hotel vouchers.

2. Partner with local homeless and housing service providers to facilitate transitional housing and move-in assistance for households experiencing homelessness.

B. Recipient shall begin project implementation no later than July 31, 2023.

C. Perform all allowable activities within the period of performance from July 1, 2023 through June 30, 2024.

D. Submit **quarterly** reports of the activities completed during the quarterly performance period and the data pertaining to unsheltered persons served on the Attachment B Performance Report Form (attached hereto).

Project Funds
The State has reserved $840,000.00 from Homeless Shelter and Services Fund dollars for project funding per the budget expenditures identified in the Recipient's program proposal.

Arizona Department of Housing

HSSF **ATTACHMENT B**

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	City of Flagstaff	Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024	Revision	
Activity	Homeless Shelter Services - Vouchers and Case management	Month	
Recipient Address	211 W. Aspen Ave	City	Flagstaff
Contact Person	Kristine Pavlik	Zip Code	86001
Phone	928-213-2749 Email kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist	Email		

Indicate adherence to contract or schedule changes Quarterly. Due by the 20th of the month following the Quarter end. See Below.

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Execute ADOH Contract	6/30/2023		
Program Start Date	7/1/2023		
Submission of 1st Quarter Report	10/20/2023		
Submission of 2nd Quarter Report	1/20/2024		
Submission of 3rd Quarter Report	4/20/2024		
Submission of Final Quarter Report	7/20/2024		
Project Complete - Contract Expires	6/30/2024		
Project Final Request for Reimbursement and Close Out Reports Due	8/30/2024		

Please provide: 1. a brief description of activities performed this period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. 2. The date of submission of your last Request for Payment (RFP) 3. All Data on Data Ta
RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.

Last RFP submitted on:

Recipient Authorized Signature Date	Title

Arizona Department of Housing

SFRF ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	City of Flagstaff	Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024		
Activity	Homeless Shelter Services - Vouchers and Case management	Month	
Recipient Address	211 W. Aspen Ave	City	Flagstaff
Contact Person	Kristine Pavlik	Zip Code	86001
Phone	928-213-2749 Email kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist	Email		

Indicate adherence to contract or schedule changes quarterly. Due by the 15th of month following the end of the quarter.

	Unduplicated			Duplicated			BED Nights	
Race	#	%	YTD #	#	%	YTD #	#	YTD #
11- White								
12- Black or African American								
13 - Asian								
14 – American Indian or Alaska Native								
15 – Native Hawaiian or Other Pacific Islander								
16 – Alaska Native and White								
17 – Asian and White								
18 –African American and White								
19- American Indian or Alaska Native and African American								
20 – Other Multi Racial								
Ethnicity								
Hispanic/Latino								
Non-Hispanic/Latino								
Not Specified								

Gender								
Male								
Female								
Transgender								
AMI								
0-30% AM								
31-50% AMI								
51-80% AMI								
81% + AMI								
Metrics								
BSHN Households Served								
HIRS Households served								
SCB Organizations served								
Age Group								
18-29								
30-39								
40-49								
50-59								
60 Plus								
Unknown								
Totals	0		0	0		0	0	0

Arizona Department of Housing

HSSF **Attachment C**

Budget

Recipient	City of Flagstaff			Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024			Revision No.	
Activity	Homeless Shelter Services - Vouchers and Case management				
Recipient Address	211 W. Aspen Ave			City	Flagstaff
Contact Person	Kristine Pavlik			Zip Code	86001
Phone	928-213-2749	Email	kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist		Email			

For specific allowable expenditures please refer to the Budget submitted with the Recipients FY2023 NOFA Response Proposal attached hereto.

a	c	d	e	f	g	h
Budget Line Item or Activity No.	HSSF FY2023	HSSF FY2023	Source Program Year	Source Program Year	Source Program Year	TOTAL
Activity 1 - Administration	$ 140,000.00					
Activity 2 - Project Specific		$ 700,000.00				
Total	$ 140,000.00	$ 700,000.00				$ 840,000.00

Arizona Department of Housing

HSSF **Attachment D**

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	City of Flagstaff			Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024			Pay Req. No	
Activity	Homeless Shelter Services - Vouchers and Case management			Direct Wire Dep	Yes No
Recipient Address	211 W. Aspen Ave.			City	Flagstaff
Contact Person	Kristine Pavlik			ZIP	86001
Phone	928-213-2749	Email	kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist		Email			

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	HSSF FY2023	HSSF FY2023	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Act. 1 Administration	N/A	$140,000.00			$ 140,000.00		$ 140,000.00
Act. 2 Project Specific	N/A		$700,000.00		$ 700,000.00		$ 700,000.00
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
Total		$140,000.00	$700,000.00	$ -	$ 840,000.00	$ -	$ 840,000.00

Recipient Authorized Signature Date Title

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports		Current ☐	Not Current ☐	For ADOH Use Only		
ADOH Program Specialist Approval		Date			ADOH Program Administrator Approval	Date

Arizona Department of Housing

F-4

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

Recipient	City of Flagstaff	Date	
Contract No	801-23	Pay Req. No	

Budget Line Item or Activity No	Description of Expense (List in according to funding source)	Paid (or Payable) to	Date Paid	Check # Invoice PO	Invoice Amount Charged to CDBG	Balance paid by other source	Name of other source
Totals							

January 23, 2024

THE CONTRACT BETWEEN THE CITY OF FLAGSTAFF
AND
CATHOLIC CHARITIES COMMUNITY SERVICES
FOR
SUBRECIPEINT AGREEMENT FOR ARIZONA DEPARTMENT OF HOUSING ("ADOH")
HOMELESS SHELTER AND SERVICES FUND GRANT FUNDING

THIS CONTRACT (the "Contract") is made and entered into by and between the City of Flagstaff , a municipal corporation (the "City") and CATHOLIC CHARITIES COMMUNITY SERVICES, a non-profit agency whose principal address is 2101 N 4TH ST, FLAGSTAFF, AZ 86004 (the "Agency").

RECITALS

A. The City has received certain funds from the Arizona Department of Housing ("ADOH Grant").

B. The City is authorized to utilize the ADOH Grant in accordance with the information provided by the Funding Agreement with the Arizona Department of Housing (the "ADOH Funding Agreement").

C. The Agency is a nonprofit community service organization and has agreed to provide eligible services pursuant to the ADOH Funding Agreement as set forth in Exhibit A, Scope of Work ("the Project").

E. The City desires to use the ADOH Grant to fund the Project and subject to the following terms and conditions the City desires to contract with the Agency to implement the Project.

GENERAL CONDITION OF THE CONTRACT

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. AMOUNT AND NATURE OF ASSISTANCE BY CITY

(a) Grant Amount

Subject to all of the terms, covenants, and conditions of this Contract, the City will provide the Agency with funds received from the **ADOH Grant** to finance the Project in an amount not to exceed **One Hundred Thousand Dollars ($100,000.00)**. Agency shall not use the funds received from the City in any other manner except as provided herein. Wrongful expenditure of funds will constitute a breach of this Contract and the City shall have the right to terminate this Contract under the terms and conditions hereinafter recited.

(b) Payments

Payment by the City to the Agency shall be made on a reimbursement basis for all costs incurred. Reimbursement will be paid once per month in dollar amounts approved by the City for work completed. To request a reimbursement, Agency shall submit the Request for Payment forms which are attached hereto as **Exhibit "C"** and incorporated herein by this reference. All payment requests must be submitted by line item in conformance with the Budget attached hereto as **Exhibit "B"** and incorporated herein by this reference. All claims against this Contract shall be made only for expenses incurred within the contract time period defined in **Section 4.(b).** Final payment invoices must be received no later than sixty days after completion of the scope of work or contract time period. No payments shall be made after that date.

(c) Changes in Budget

No changes in budget will be permitted. Agency is solely responsible for any cost overages.

d) Indirect Costs

If indirect costs are charged, the Agency will develop an indirect cost allocation plan for determining the appropriate Agency's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

2. AGENCY'S SCOPE OF SERVICES

(a) Scope of Work

The Agency agrees to complete the Project as described in the Scope of Work, attached hereto as **Exhibit "A"** and incorporated herein by this reference.

(b) Changes in Scope of Work

No change(s) shall be made to the Scope of Work except by written contract amendment.

3. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Close-Out Report**,** and submission of all required documentation, the City shall furnish Agency with certification that all contractual obligations have been met. The City shall not unreasonably withhold such certification.

4. CONTRACT REQUIREMENTS

(a) Contract Administration

The Agency has obtained official authorization from its governing body in the form of a resolution, motion, or similar action authorizing the person identified in **Section 34** to administer this Contract and perform the required duties for the administration of this Contract. Such authorization

is attached hereto as **Exhibit "E"** and incorporated herein by this reference.

(b) Contract Term and Extension

This Contract governs work done of the project between July 1, 2023 and June 30, 2024. No payments will be made to the Agency for cost incurred after the contract time period unless a written amendment to this Contract extending the time for performance has been executed by the parties.

(c) Incorporation of all provisions of ADOH Funding Agreement

Agency shall observe and follow all provisions of the ADOH Funding Agreement, hereby incorporated by reference into this Contract, and attached as **Exhibit F**, and shall require all subcontractors to do the same.

5. ADMINISTRATIVE REQUIREMENTS

(a) Accounting

The Agency shall comply with the requirements and standards of OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" and with OMB Circular A-110. The Agency's financial management system shall include at a minimum accurate, current, and complete disclosures of the grant program; records which adequately identify the source and application of funds provided for financially assisted activities; effective control over and accountability for grant cash, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation.

(b) Procurement

The Agency shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations*, Procurement Standards. Agency outreach and documentation shall be governed by the price limits set forth in the City of Flagstaff procurement standards, not withstanding OMB Circular A-110.

All procurement undertakings must make an effort to utilize Minority and Women owned Business Enterprises. The Agency shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with the grant funds.

(c) Internal Controls

The Agency will operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. Agency financial policies and lines of authority shall be reviewed during monitoring visits defined in **Section 5.d.**

(d) Monitoring

The Agency agrees to cooperate and provide all information necessary for the City to monitor the Agency periodically to ensure compliance with this contract, compliance with federal regulations and laws, fiscal responsibility, adequate performance, and any other item of concern relating to the use of funds and the provisions defined in this contract. The monitoring will take the form of at least one site visit of Agency's place of business and/or construction site and other various requests for information.

(e) Documentation and Record-Keeping

Pursuant to Arizona Revised Statues (A.R.S.) §35-214, Agency shall retain and require that its subcontractors retain for inspection and audit by the City and/or ADOH all books, accounts, reports, files including information regarding actual beneficiaries of the funds, and other records relating to the bidding and performance of this Contract for a period of five (5) years following the date on which the City provides notice that this Contract has been fully closed out through a certificate of completion or that this Contract has been terminated.

Upon request by ADOH and/or the City, Agency shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General or Flagstaff City Hall, as set forth in the request. The original records shall be available and produced for inspection and audit when required by ADOH, the Auditor General, or the City.

Agency shall maintain records that adequately identify the source and application of the funds provided under this Contract (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Agency will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Agency holding any liens or notes as a result of this funding, Agency must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

(f) Monthly Reports to City

The Agency shall prepare and submit to the City on a monthly basis the Performance Report attached hereto as **Exhibit "E"** and incorporated by this reference for the duration of this contract. The Agency agrees to submit other reports and records as may be required by the City from time to time, which are related to the implementation of the Project, adherence to the contract, and adherence to federal, state, and local laws and regulations.

(g) Reports to City

The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final

payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

The Agency agrees to submit such reports as the City may require, including litigation reports, financial management reports required by Federal Management Circular 74-7, equal opportunity reports as may be necessary pursuant to the rules and regulations under Title VI, Civil Rights Act of 1964; Title VIII, Civil Rights Act of 1968; Executive Order 11246, as amended, and Executive Order 11053, or any reports as may be further required.

(h) Close-Out Report

The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. The City will send the Agency written notification that a Close-Out Report is due when one of the following contractual obligations have been met: 1) the funds stated in **Section 1.a.** have been expended and the Scope of Work has been completed; 2) the contract period stated in **Section 4.b.** has expired; or 3) the Scope of Work has been completed. The Agency shall submit the Close-Out Report attached in that letter within sixty (60) days of receiving this notification.

(i) Financial Audit

The Agency shall submit a financial audit and Management Letter to the City within 30 days after receipt of the auditor's report or 9 months after the end of the audit period during which federal funds were expended. The audit shall be in conformance with the audit requirements of OMB Circular A-133.

6. FUNDS RECOUPED BY AGENCY

The Agency shall follow all rules, requirements, and procedures related to recoupment of funds, interest, and program income set forth by ADOH in Section 14 the ADOH Funding Agreement.

7. DE-OBLIGATION, RECAPTURE, AND REPAYMENT OF FUNDS

The Agency shall follow all rules, requirements, and procedures related to the de-obligation, recapture, and repayment of funds set forth by ADOH in Section 15 the ADOH Funding Agreement.

8. POLITICAL ACTIVITIES

The Agency shall not use Grant funds to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9. DRUG-FREE WORKPLACE ACT OF 1988

The Agency certifies that it will maintain a drug-free workplace.

10. REVERSION OF ASSETS

The Agency shall transfer to the City, upon expiration of the Contract, all unexpended funds advanced to the Agency and all assets purchased with funds including equipment, furniture, unused materials, and any accounts receivable attributable to the use of funds not approved for reuse**.** The Agency shall further follow all rules, requirements, and procedures related to reversion of assets set forth by ADOH in Section 16 the ADOH Funding Agreement.

11. ACKNOWLEDGEMENT

Agency shall acknowledge during the term of the contract the contribution of the City of Flagstaff and ADOH toward the Project in all instances where the contributions to the Project are recognized or listed. All materials used for public outreach and for informational purposes as part of this Project shall identify the source of the state funds (HSSF) as well as an acknowledgement of support from ADOH and the City.

12. PROJECT IMPLEMENTATION

Agency shall have responsibility for day-to-day management and implementation of the Project.

13. COPYRIGHT AND RIGHTS IN DATA

Reports, maps, or other documents produced in whole or in part under this Contract are works for hire and shall not be the subject of any application for copyright by or on behalf of Agency, or by any employee or subcontractor of Agency. Agency shall advise the City at the time of delivery of any copyrighted or copyrightable material under this Contract, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

The City and ADOH may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Contract.

14. INSURANCE

Agency shall purchase and maintain in full force the following insurance during the contract period. Agency shall provide to the City evidence of the required insurance coverage. All certifications of insurance must provide for thirty (30) days' notice to the City of cancellation, non-renewal, or material change.

The Agency and its Subconsultants, at Agency's and Subconsultants own expense, shall

purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Agency's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Agency shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect the City.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Agency's acts, errors, mistakes, omissions, work, or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Agency shall be solely responsible for the deductible and/or self-insured retention, and the City, at its option, may require the Agency to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Agency of any deficiencies in such policies and endorsements, and such receipt shall not relieve Agency from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Agency's obligations under this Contract.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Contract shall name the City, its agents, representatives, officers, directors, officials, and employees as additional insureds.

(a) Required Coverage

i. Commercial General Liability

Agency shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy

Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Agency's operations and products and completed operations.

(b) Automobile Liability

Agency shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Agency's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Agency's work. Coverage will be at least as broad as coverage code 1, "any auto" (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

(c) Worker's Compensation

The Agency shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Agency's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Agency will require the Subconsultant to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Agency.

(d) Certificates of Insurance

Prior to commencing work or services under this Contract, Agency shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Agency's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Agency's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

(e) Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty-(30) days' written notice to the City.

15. INDEPENDENT AGENCY STATUS

Agency is an independent entity in the performance of all activities and functions pursuant to this Contract. Agency and City are not and shall not be considered as joint venturers, partners, or agents of each other and neither shall have the power to bind or obligate the other. Agency's officers, employees, agents, and subcontractors shall not be considered as officers, employees, agents, or subcontractors of the City. Agency hereby agrees not to represent to anyone that Agency is an agent of the City or has any authority to act on behalf of the City. Agency shall be responsible for all employment compensation claims for Workman's Compensation benefits, or other claims by employees arising as a result of activities funded in whole or in part from the proceeds of this Contract, and the Agency shall hold the City harmless for any and all such claims.

16. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

Agency 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 Agency, 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, Agency 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 Agency, 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.

17. NONDISCRIMINATION

(a) Nondiscrimination

Agency shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Agency from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability, or political affiliation and require Agency to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Agency shall comply with all of the other requirements of Executive Order 2009-09. Agency shall further comply with all local ordinances prohibiting discrimination 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, and/or familial status. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the Flagstaff City Code, Chapter 14-02, Civil Rights, which also prohibits discrimination based on sexual orientation or gender identity or expression.

Agency agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Agency shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Agency shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Agency agrees to comply, and will require any subcontractor(s) to comply, with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations-Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations - Equal Treatment for Faith-Based Organizations).

(b) Incorporation of Nondiscrimination Clause in Agency Activities

The Agency further agrees that this clause will be incorporated in all construction, supplier, or job consultant contracts entered into in connection with this Contract.

18. COMPLIANCE WITH LAWS

(a) Local Laws

The Agency shall give all notices and comply with all laws, ordinances, rules, building codes, regulations, and lawful orders of any public authority bearing on the performance of activities pursuant to this Contract. If the Agency observes that any of the Contract documents are in conflict with any laws, statutes, building codes, and/or regulations, it shall promptly notify the City, in writing, and any necessary changes shall be accomplished by appropriate written modification.

(b) Immigration

The Agency, and its contractors, shall abide by all regulations pursuant to the Immigration and Naturalization Reform Act of 1986.

Agency warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”)

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Agency may be subject to penalties up to and including termination of this Contract.

ADOH and the City retain the legal right to inspect the papers of any employee who works on this Contract to ensure that Agency or Agency's subcontractor is complying with the warranty in this section.

(c) Liability

Should the Agency perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes, and/or regulations, and not give proper notice to the City, it shall assume full responsibility therefore and shall bear all cost incurred due to its negligence.

19. THIRD PARTY ANTITRUST VIOLATIONS

Agency assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Agency toward fulfillment of this Contract.

20. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Agency agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

21. 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.

22. ADOH SIGNAGE

For new construction and rehabilitation projects, Agency must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Agency incorporates ADOH information into a larger group sign.

23. PHOTOGRAPHS

For new construction and rehabilitation projects, Agency is required to provide to ADOH before and after photographs of the project in digital or film format.

24. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01

If the Agency engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of $100,000 or more, then the Agency certifies it is not currently engaged in, and agrees for the durations of this Contract, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

25. NO WAIVER

Both Parties have the right to 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.

26. ASSIGNMENT

Agency 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 Agency (Assignor) from any of its obligations and liabilities under the Contract with respect to the City.

27. DISPUTES

If a dispute arises out of or relates to this Contract, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation, or some other dispute resolution procedure. Mediation shall be self-administered and conducted under the procedures in use by the Alternative Dispute Resolution Program of the Coconino County Superior Court, unless other procedures are agreed upon by the parties. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This Contract does not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure. Any dispute not disposed of by mutual agreement by the parties shall be decided in accordance with the applicable Arizona laws, ordinances, and codes of the state and local government.

28. AVAILABILITY OF FUNDS

It is expressly understood by the parties hereto that this Contract has been negotiated and executed in anticipation of receipt of funds by the City from the ADOH Grant and that therefore the terms, conditions, and sums payable under this Contract are subject to any changes, limitations, or cancellation which may be required by the terms of said grant agreement. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City or ADOH in the

event this provision is exercise and neither the City nor ADOH shall be obligated or liable for any future payments or for any damages as a result of termination under this section.

29. GOVERNING LAW AND FORUM

The Contract shall be construed in accordance with the laws of Arizona. In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

30. CONTINUING LIABILITY

Agency shall have continuing liability after the term of this Contract for any breach of this Contract, including failure to perform in accordance with required federal law and rules and regulations promulgated thereunder until after all complaints, investigations, and sanctions, including those arising out of audits performed by the City, ADOH, or other authorized agencies are resolved. Agency shall be liable for any sanctions or requirements imposed at any time upon the City arising out of Agency's activities performed pursuant to this Contract.

31. TERMINATION

(a) Cancellation for Conflicts of Interest

All parties hereto acknowledge that this Contract is subject to cancellation by the City of Flagstaff pursuant to the provisions of the Section 38-511, Arizona Revised Statutes.

(b) Termination for Cause

The City may suspend or terminate this Contract if Agency violates any term or condition of this Contract of if Agency fails to maintain a good faith effort to carry out the purpose of this Contract by providing written notice to the Agency. Costs incurred by Agency resulting from obligations incurred during a suspension or after termination are not allowable unless the City expressly authorizes them in the notice of suspension or cancellation. If the City terminates this Contract for cause, the Agency must repay to the City all funds provided to the Agency under this Contract.

(c) Termination for Convenience

City or Agency may terminate this Contract for convenience if either party believes that continuation will not produce beneficial results. The terminating party must notify the other party in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Agency terminates for convenience, it must repay all funds provided by the City under this Contract.

32. ROLES AND RESPONSIBILITIES

(a) Agency Representative

The Agency is responsible to ensure the Agency Representative listed in **Section 34(a)** executes the activities and obligations enumerated in this Contract.

The City will contact the Agency Representative when communicating with the Agency. The City shall be notified, in writing, of changes of personnel filling this position. The Agency Representative may utilize the professional services of other advisors as his/her agent. Said agent shall be responsible to the Agency Representative.

(b) City Representative

The City is responsible to ensure the City Representative listed in **Section 34 (b)** executes the activities and obligations enumerated in this Contract.

The Agency will contact the City Representative when communicating with the Agency. The Agency will be notified, in writing, of changes of personnel filling this position. The City Representative may utilize the professional services of other advisors as his/her agent. Said agent shall be responsible to the City Representative.

33. NOTICES, DEMANDS, AND COMMUNICATIONS BETWEEN THE PARTIES

Formal notices, demands, and communications between the City and Agency shall be deemed sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, and deemed received 48 hours later, to the principal offices of the City and the Agency addressed to each party as follows:

a) Agency:
Catholic Charities Community Services
Paul S. Mulligan, President & CEO
2101 N 4th St.
Flagstaff, Arizona 86004
602-650-4835 (Phone)
pmulligan@cc-az.org (Email)

(b) City:
City of Flagstaff
Housing & Grants Administrator
Flagstaff Housing Section
211 West Aspen Avenue
Flagstaff, Arizona 86001
928-213-2749 (Phone)
kristine.pavlik@flagstaffaz.gov (Email)

Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section.

34. LIST OF CONTRACT DOCUMENTS

This Contract consists of the following documents:

(a) The terms of the Contract
(b) Scope of Work – **Exhibit A**
(c) Budget – **Exhibit B**
(d) Request for Payment and Performance Report Form – **Exhibit C**
(e) Agency Authorization to Execute Contract – **Exhibit D**
(F) ADOH Funding Agreement – **Exhibit E**

[Signature page follows]

IN WITNESS WHEREOF, all parties concerned acknowledge that they have read, understand, approve, and accept all of the provisions of this Contract and the attachments thereto.

DATED this ____ day of _____, 2024.

City of Flagstaff

Greg Clifton, City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

Catholic Charities Community Services

Paul S. Mulligan, President & CEO

Attest:

Corporate Secretary

EXHIBIT A

SCOPE OF WORK

1. PROGRAM ELIGIBILITY CRITERIA

The Catholic Charities Community Services, Inc. ("Agency") Emergency Shelter and PATH Outreach Program ("Project") will allow the Agency to provide emergency shelter, services and hotel/motel vouchers to 200 unduplicated individuals experiencing homelessness.

1.1 Eligibility for the Project administered by the Agency requires that the client:

1.1.1 Be presently experiencing homelessness, as defined by HUD.

1.2 Agency shall document and retain all client records with regards to Project eligibility.

2. SCOPE OF WORK

The Agency will provide services as set forth in detail in its October 10, 2023, proposal submitted in response to the City of Flagstaff Homeless Shelter and Services Funds (HSSF) Notice of Funding Availability, hereby incorporated by reference, and as described herein.

The Agency will utilize Homeless Shelter and Services Funds to support the salaries and wages of PATH Outreach and Emergency Shelter program staff as well hotel/motel vouchers for emergency accommodations.

2.1 The Agency agrees to serve two hundred (200) unsheltered individuals experiencing homelessness.

2.2 Agency will provide the necessary personnel, equipment, office space, meeting space, supplies, and services to conduct the services as described herein.

2.3 Agency's responsibilities include:

2.3.1 Hiring and training staff involved in the program operations.
2.3.2 Providing the services as described herein.

3. PROJECT ADMINISTRATION

The Agency will provide all of the necessary services to carry out the daily tasks of ensuring that the project progresses satisfactorily and that all of the administrative functions associated with the project are properly executed in accordance with the contract and the requirements of the Arizona Department of Housing Homeless Shelter and Services Funds program.

3.1 Agency responsibilities include:

3.1.1 Maintain project files detailing expenses, procurement, project information, and correspondence, in addition to any other necessary information.

3.1.2 Submit applicable grant reports to the Housing Section.

3.1.3 Maintain client files detailing income eligibility and back up documentation, ethnicity, age, and special needs, in addition to any other necessary information.

3.1.4 Maintain project accounting records, including documentation of expenditures and receipts.

3.1.5 Manage personnel.

3.1.6 Complete audits and other submissions.

3.1.7 Ensure a cost-effective, timely and efficient delivery of services.

3.1.8 Ensure that an open process is conducted in all outreach activities and equal opportunity is provided to all persons regardless of race, color, sex, sexual orientation, religion, handicap, familial status, or national origin.

January 23, 2024

EXHIBIT B

BUDGET

Project Budget	
City of Flagstaff	**Homeless Shelter and Services**
	July 1, 2023 - June 30, 2024
Project Description:	Cedar Rose Emergency Shelter and Outreach
Implementing Agency:	Catholic Charities Community Services, Inc.
CoF Project Number:	N/A
Persons Served:	208 Individuals, 68 Households
Date Submitted:	1/20/2024

Item/Activity Identifier	Item/Activity Desription	Source 1	Source 2	Leverage	In-Kind	Project
		City of Flagstaff	Federal/State/ Local Funding	Agency Financing	Donations	TOTALS
1	**Program or Project Related Expenses**					
A	Salaries	$ 40,000.00	$ 64,520.00	$ 25,000.00	$ 13,424.00	**$142,944**
B	Employee Related Expenses	$ 13,680.00	$ 23,227.00	$ 9,720.00	$ 4,833.00	**$51,460**
C	Occupancy (includes maint, utilities, network/data, office support)		$ 34,595.00	$ 19,219.00	$ 23,063.00	**$76,877**
D	Auto Expenses		$ 4,000.00		$ 7,924.00	**$11,924**
E	Bldg Depreciation			$ 19,977.00		**$19,977**
F	Program Supplies		$ 18,000.00			**$18,000**
G	Agency Insurance		$ 7,110.00			**$7,110**
H						
I						
J	Hotel Vouchers/nightly stays	$ 30,000.00	$ 20,000.00			**$50,000**
2	**Administration**					
A	Agency Approved Indirect Cost Rate (30%)	$ 16,320.00	$ 26,339.00	$ 10,200.00	$ 5,462.00	**$58,321**
B						
C						
3	**Facility Value**					
A						
B						
Totals		$ 100,000.00	$ 197,791.00	$ 84,116.00	$ 54,706.00	**$436,613**

January 23, 2024

EXHIBIT C

REQUEST FOR PAYMENT AND PERFORMANCE REPORT FORM

CITY OF FLAGSTAFF

Arizona Department of Housing Homeless Shelter Services Funds

HOUSING ASSISTANCE

PAYMENT REQUEST

Business Name: _____

Pay Request Period: _____ **Request Number:** _____ **Amount Requested:** _____

EXPENDITURES

Description of Expenditures	Total Award	Previous Expenditures	Current Amount Requested	Remaining Balance
				$0.00

CERTIFICATION

I/we certify that this Request for Payment has been drawn in accordance with the terms and conditions of the Contract cited above.

Signature: _____ **Name & Title:** _____ **Date:** _____

Signature: _____ **Name & Title:** _____ **Date:** _____

FOR CITY USE ONLY

Vendor #: _____ Fiscal Year & Amount: _____

PO #: _____ Fiscal Year & Amount: _____

Project#: _____ Total Approved: _____

Management Services

_____

Stacey Brechler-Knaggs Date

Grants, Contracts, & Emergency Management Director

Community Development

_____

Kristine Pavlik Date

Housing & Grants Administrator

PAYMENT REQUEST

Business Name:

Pay Request Period: _____ **Request Number:** _____ **Amount Requested:** _____

EXPENDITURES

Line Item	Expense Description	Vendor	Date Paid	Check Number	Total	Reimbursement Request
					Total Request	$0.00

CITY OF FLAGSTAFF

AMERICAN RESCUE PLAN ACT (ARPA) REVENUE REPLACEMENT FUNDS

HOUSING ASSISTANCE

PERFORMANCE REPORT

BUSINESS NAME:

CONTACT NAME:

PHONE NUMBER:

EMAIL ADDRESS:

BRIEF PROJECT SUMMARY:

REPORTING PERIOD (MM/YY - MM/YY):

SUMMARY OF THIS PERIOD'S PROGRESS:

SUMMARY OF ACTIVITIES PLANNED FOR NEXT PERIOD:

CERTIFIED BY:

SIGNATURE

DATE

NAME AND TITLE

LIST OF ATTACHMENTS, IF APPLICABLE:
(ie. Additional reports, photos, etc)

Arizona Department of Housing

SFRF **ATTACHMENT B**

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient		Date	11/8/2023
Project		Month	FY24 Q1
Recipient Address		City	Flagstaff
Contact Person		Zip Code	
Phone	Email	County	Coconino

Indicate adherence to contract or schedule changes quarterly. Due by the 15th of month following the end of the quarter.

	Unduplicated			Duplicated			BED Nights	
Race	#	%	YTD #	#	%	YTD #	#	YTD #
11- White								
12- Black or African American								
13 - Asian								
14 – American Indian or Alaska Native								
15 – Native Hawaiian or Other Pacific Islander								
16 – Alaska Native and White								
17 – Asian and White								
18 –African American and White								
19- American Indian or Alaska Native and African American								
20 – Other Multi Racial								
Ethnicity								
Hispanic/Latino								
Non-Hispanic/Latino								
Not Specified								

Gender								
Male								
Female								
Transgender								
AMI								
0-30% AM								
31-50% AMI								
51-80% AMI								
81% + AMI								
Metrics								
BSHN Households Served								
HIRS Households served								
SCB Organizations served								
LEP/LAP								
Age Group								
18-29								
30-39								
40-49								
50-59								
60 Plus								
Unknown								
Totals	0		0	0		0	0	0

January 23, 2024

EXHIBIT D

AGENCY AUTHORIZATION TO EXECUTE CONTRACT

CITY OF FLAGSTAFF – GRANTS MANAGEMENT
AUTHORIZED SIGNATURE FORM - CORPORATION

AGENCY: _____
DUNS NO: _____
PROJECT: _____
GRANT NAME: _____

Whereas, _____(AGENCY), an Arizona corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of _____ (AGENCY) that _____(INDIVIDUAL) is authorized to execute on behalf of said corporation the following:

1. Contract/Agreement
2. Payment and Performance Bonds
3. Payrolls
4. Claims
5. Change Orders
6. All other papers necessary for the corporation's affairs and the execution of the Contract/Agreements

The powers and duties herein granted shall be and are hereby granted for the duration of the assurance for this project or until express notice of revocation has been duly given in writing, whichever is the lesser period.
Dated and passed by the Board of Directors this _____day of _____, 2024.

_____
_____
_____
_____

Signature of Person(s) Authorized to Sign

Name and Title of Person(s) Authorized to Sign

CERTIFICATE

I, _____ of _____(AGENCY), an Arizona corporation, do hereby certify the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said board held on _____, 2024, and the same is in full force and effect at this time.

Dated_____

_____
(Signature of Officer of Corporation)

(Corporate Seal)

STATE of Arizona)
) ss
COUNTY of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by

_____ of _____ (AGENCY), an Arizona corporation, on behalf of the corporation.

_____
Notary Public

January 23, 2024

EXHIBIT E

ADOH FUNDING AGREEMENT

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

SECTION 1. FUNDS PROVIDED 2

SECTION 2. OTHER FUNDS 4

SECTION 3. ACCEPTANCE OF FUNDS 4

SECTION 4. DURATION 4

SECTION 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW 4

SECTION 6. SCOPE OF WORK 6

SECTION 7. REPORTS 7

SECTION 8. SCHEDULE OF COMPLETION 9

SECTION 9. BUDGET 10

SECTION 10. AMENDMENTS AND MODIFICATIONS 11

SECTION 11. ENVIRONMENTAL REVIEW CONDITIONS 12

SECTION 12. APPLICATION AND OTHER PRE-AWARD COSTS 13

SECTION 13. COMPENSATION AND METHOD OF PAYMENT 13

SECTION 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME 14

SECTION 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS 15

SECTION 16. REVERSION OF ASSETS 16

SECTION 17. DEPARTMENT OF HOUSING RESPONSIBILITIES 17

SECTION 18. SUBCONTRACTING 18

SECTION 19. FAILURE TO MAKE PROGRESS 18

SECTION 20. TERMINATION FOR CAUSE 18

SECTION 21. TERMINATION FOR CONVENIENCE 19

SECTION 22. ENFORCEMENT 19

SECTION 23. CANCELLATION 20

SECTION 24. RECORDS RETENTION 20

SECTION 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS 21

SECTION 26. AVAILABILITY OF FUNDS 21

SECTION 27. APPLICABLE LAW AND ARBITRATION 21

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

SECTION 28. INDEMNIFICATION **21**

SECTION 29. FEDERAL GOVERNMENT LIABILITY **22**

SECTION 30. AUDIT **22**

SECTION 31. AUDIT EXCEPTIONS **22**

SECTION 32. UNALLOWABLE USE OF FUNDS **22**

SECTION 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS **22**

SECTION 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF **23**

SECTION 35. IDENTIFICATION OF DOCUMENTS **23**

SECTION 36. COPYRIGHT **23**

SECTION 37. RIGHTS IN DATA **23**

SECTION 38. FUNDING CONDITIONS **23**

SECTION 39. NON-DISCRIMINATION **24**

SECTION 40. THIRD PARTY ANTITRUST VIOLATIONS **24**

SECTION 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT **24**

SECTION 42. INSURANCE **25**

SECTION 43. PRIVACY CONSIDERATIONS **27**

SECTION 44. NOTICES **27**

SECTION 45. REGISTRATION WITH SOCIAL SERVE **28**

SECTION 46. ADOH SIGNAGE **28**

SECTION 47. PHOTOGRAPHS **28**

SECTION 48. STATE OF ARIZONA **28**

SECTION 49. A.R.S. § 35-393.01. ..... **28**

SECTION 50. A.R.S. § 1-501 RELATING TO FEDERAL PROGRAMS **29**

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

ATTACHMENTS

- ☒ **A** **Scope of Work**
- ☒ **B** **Performance Report/Schedule of Completion**
- ☒ **C** **Budget**
- ☒ **D** **Request for Payment Form**
- ☐ **E** **Special Conditions of the Agreement**
- ☐ **F** **Certification and Other Requirements Relating to Title I or Title II Assistance**
- ☐ **G** **Authorizing Resolution(s)**
- ☐ **H** **Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)**

AGREEMENT NO. **801-23**
TERMINATION DATE June 30, 2024

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
CITY OF FLAGTAFF
FOR
HOMELESS SHELTER AND SERVICES

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH"),** located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☐ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").

☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").

☐ A.R.S. § 41-3957 (State Housing Program Fund) ("**HPF**").

☒ S.B. 1720 Homeless Shelter and Services Fund ("**HSSF**").

☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").

☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").

☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("**NHTF**").

☐ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").

☐ Title IV Energy Conservation and Production Act (ECPA), as amended; and 42 U.S.C. Section 6861, *et. seq.* including WAP regulations contained in 10 CFR 440, DOE Financial Assistance Rules at 2 CFR 200 and the Bipartisan Infrastructure Law (Infrastructure Investment and Jobs Act), Public Law 117-58. (**"DOE WAP BIL"**).

☐ H.R 2471, the Consolidated Appropriations Act, 2022 establishing the Weatherization Readiness Fund (**"DOE WRF"**).

☐ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

☐ Southwest Gas Corporation, Weatherization Assistance Program ("**SWG WAP**").

☐ Arizona Public Service, Weatherization Assistance Program ("**APS WAP**").

☐ Salt River Project, Weatherization Assistance Program ("**SRP WAP**").

☐ Crisis Contingency and Safety Net Fund) ("**CCSNF**").

☐ State Fiscal Recovery Funds ("**SFRF**")

and

CITY OF FLAGSTAFF
(Entity)

An Arizona City ("Recipient") DUNS #088302625, located at

211 W. Aspen Ave
Street
Flagstaff, AZ 86001
City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $840,000.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☐ **CDBG**, CFDA # 14.228
Federal Fiscal Year _____
$_____

☐ **HOME**, CFDA # 14.239
Federal Fiscal Year _____
$_____

☐ **HTF**
State Fiscal Year _____
$_____

☐ **HPF**
State Fiscal Year _____
$_____

☒ **HSSF**
State Fiscal Year 2023
$840,000.00

☐ **HOPWA**, CFDA # 14.241
Federal Fiscal Year _____
$_____

☐ **COC**, CFDA # 14.267
Federal Fiscal Year _____
$_____

☐ **NHTF**, CFDA # 14.275
Federal Fiscal Year _____
$_____

☐ **DOE WAP,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **DOE WAP BIL,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **DOE WRF,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **LIHEAP WAP**, CFDA # 93.568
Federal Fiscal Year _____
$_____

☐ **SWG WAP**
State Fiscal Year _____
$_____

☐ **APS WAP**
State Fiscal Year _____
$_____

☐ **SRP WAP**
State Fiscal Year _____
$_____

☐ **CCSNF**
State Fiscal Year _____
$_____

☐ **SFRF**
State Fiscal Year _____
$_____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until JUNE 30, 2024 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the

provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G,** ***Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☐ **CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook;* and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handboo*k; and (6) the *State Housing Fund Program Summary and Application Guide*.

☐ **HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.

☐ **HPF** funds require adherence to the *Special Needs Housing Manual* as revised.

☒ **HSSF** funds require adherence to S.B. 1720 and the Notice of Funds Available issued for acceptance of applications for HSSF funding.

☐ **COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.

☐ **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual.*

☐ **NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) State of Arizona Qualified Allocation Plan; and *(5) National Housing Trust Fund Allocation Plan.*

☐ **DOE WAP, DOE WAP BIL and DOE WRF** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) *the*

Arizona Weatherization Policies and Procedures Handbook; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *DOE WPN 22-4 Quality Work Plan.*

☐ **LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (3) *Health and Safety Plan (HSD Plan);* (4) *the Arizona Weatherization Policies and Procedures Handbook;* (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **SWG WAP, APS WAP or SRP WAP** funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (2) *Health and Safety Plan (HSD Plan);* (3) *the Arizona Weatherization Policies and Procedures Handbook*; (4) *Arizona Weatherization Assistance Program Field Guide;* (5) *Standard Work Specifications*; and (6) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **CCSNF** funds require adherence to the terms and conditions of the Crisis Contingency and Safety Net Fund such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis: (1) salaries for additional staffing; (2) operational expenses; and (3) any additional costs specifically outlined in the Scope of Work described in Section 6 below.

☐ **SFRF** funds require adherence to the terms and conditions of the State Fiscal Recovery Funds such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis through costs specifically outlined in the Scope of Work described in Section 6 below.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;

(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes;
(e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
(f) The ownership entity changes; and
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

☐ **HOME, NHTF, HTF** funded rental development projects ("Rental Projects") or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).

☐ **HOME, HTF and CDBG** non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☒ **HSSF** funded assistance for persons who are homeless ("Homeless Shelter and Services Projects"). Recipient must submit a *Quarterly Performance Report* attached hereto as Attachment B. The Quarterly Progress Report follows the state fiscal year from July 1 through June 30 and must be submitted to ADOH on the 20th day of October, January, April and July and address activities of the preceding quarter (i.e. the October report covers the months of July through September).

☐ **HOPWA** funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.

☐ **COC** funded assistance for persons who are homeless ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.

☐ **DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, SWG WAP, APS WAP and SRP WAP** funded projects ("Weatherization Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

☐ **CCSNF** funded projects ("CCSNF Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of June, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the July report covers the month of June).

☐ **SFRF** funded projects ("SFRF Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th of each month and address activities of the preceding month (i.e. the April report covers the month of March).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **Rental Projects funded with HOME or HTF**. Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ **Homeless Projects funded with HTF, HPF, HSSF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH

will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Weatherization.** Projects funded with DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, SWG WAP APS WAP and/or SRP WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at approximately four (4) months with additional re-allocations made on an as needed basis.

☐ **CCSNF Projects**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **SFRF Projects**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☐ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☐ **HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

(a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

☒ **HSSF, CCSNF and SFRF Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs.

☐ **WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs. Administration, Technical Assistance and Health and Safety line items cannot be increased unless the overall award of funds increases.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

☐ **WEATHERIZATION (DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☐ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP, DOE WAP BIL, DOE WRF and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

☒ **HSSF.** At the discretion of ADOH, FY 2023 HSSF grantees may receive all or a portion of their awarded funds in advance.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by

applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds

from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work;* and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer

period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination

and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
(d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
(e) Recapture funds and terminate contract;
(f) Withhold future ADOH grant awards from all sources; or
(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient

from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

☐ **CDBG funded projects only**: All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

☐ **WEATHERIZATION projects only**: All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds or HSSF funds per S.B. 1720, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds, HTF and HSSF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME, CDBG, HOPWA, COC, NHTF, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, CCSNF and SFRF programs, the availability of state funds provided for the state HTF, HPF and HSSF Programs and the availability of private funds provided for the SWG WAP, APS WAP and SRP WAP programs. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability

Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any

corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, CCSNF, SFRF) or state (HTF, HPF, HSSF) funds or private funds (APS, SRP, SWG) used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section

A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

(b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.

(c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable

with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability

insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall

be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

CITY OF FLAGSTAFF
Entity
GREG CLIFTON
Attention (if applicable)
211 W. ASPEN AVE
Mailing Address
Flagstaff, AZ 86001
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with *socialserve.com* and keep the project listed with *socialserve.com* for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of $100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a

boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOUSING	**CITY OF FLAGSTAFF RECIPIENT**
BY: _____	BY: _____ Digitally signed by Greg Clifton Date: 2023.06.23 15:46:18 -07'00'
Joan Serviss *or* Ruby Dhillon-Williams *or* Keon Montgomery	Greg Clifton
TITLE: Director	TITLE: City Manager
DATE: 06/27/23	DATE: 6/23/2023

ATTEST:

Digitally signed by Stacy Saltzburg
Date: 2023.06.23 10:30:36 -07'00'

CITY CLERK

APPROVED AS TO FORM:

Christina Rubalcava for

Digitally signed by Christina Rubalcava for
Date: 2023.06.22 13:11:39 -07'00'

CITY ATTORNEY

ATTACHMENT A
SCOPE OF WORK

The homeless services award will be comprised of Homeless Shelter and Services Funds (HSSF) and will allow the City of Flagstaff **(recipient)** to provide supportive services, overnight shelter, and move-in assistance to approximately 600 unsheltered persons experiencing homelessness.

This contract award is contingent upon:

A. Serving unsheltered persons experiencing homelessness as follows:

1. Assist approximately 600 unsheltered persons experiencing homelessness with supportive services, overnight shelter, and move-in assistance. Overnight shelter will include hotel/motel bed nights as emergency shelter for victims of crime who are unhoused due to their victimization, and temporary emergency shelter and transportation to people impacted by the closure of the "sober living" / residential facilities as part of Rainbow Bridge.

    i. A minimum of 20 homeless households will receive move-in assistance to cover security deposits and application fees for quick housing occupancy.
    ii. A minimum of 200 individuals will receive motel/hotel vouchers.

2. Partner with local homeless and housing service providers to facilitate transitional housing and move-in assistance for households experiencing homelessness.

B. Recipient shall begin project implementation no later than July 31, 2023.

C. Perform all allowable activities within the period of performance from July 1, 2023 through June 30, 2024.

D. Submit **quarterly** reports of the activities completed during the quarterly performance period and the data pertaining to unsheltered persons served on the Attachment B Performance Report Form (attached hereto).

Project Funds
The State has reserved $840,000.00 from Homeless Shelter and Services Fund dollars for project funding per the budget expenditures identified in the Recipient's program proposal.

Arizona Department of Housing

HSSF **ATTACHMENT B**

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	City of Flagstaff	Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024	Revision	
Activity	Homeless Shelter Services - Vouchers and Case management	Month	
Recipient Address	211 W. Aspen Ave	City	Flagstaff
Contact Person	Kristine Pavlik	Zip Code	86001
Phone	928-213-2749 Email kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist	Email		

Indicate adherence to contract or schedule changes Quarterly. Due by the 20th of the month following the Quarter end. See Below.

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Execute ADOH Contract	6/30/2023		
Program Start Date	7/1/2023		
Submission of 1st Quarter Report	10/20/2023		
Submission of 2nd Quarter Report	1/20/2024		
Submission of 3rd Quarter Report	4/20/2024		
Submission of Final Quarter Report	7/20/2024		
Project Complete - Contract Expires	6/30/2024		
Project Final Request for Reimbursement and Close Out Reports Due	8/30/2024		

Please provide: 1. a brief description of activities performed this period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. 2. The date of submission of your last Request for Payment (RFP) 3. All Data on Data Ta
RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.

Last RFP submitted on:

Recipient Authorized Signature Date	Title

Arizona Department of Housing

SFRF ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	City of Flagstaff	Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024		
Activity	Homeless Shelter Services - Vouchers and Case management	Month	
Recipient Address	211 W. Aspen Ave	City	Flagstaff
Contact Person	Kristine Pavlik	Zip Code	86001
Phone	928-213-2749 Email kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist	Email		

Indicate adherence to contract or schedule changes quarterly. Due by the 15th of month following the end of the quarter.

	Unduplicated			Duplicated			BED Nights	
Race	#	%	YTD #	#	%	YTD #	#	YTD #
11- White								
12- Black or African American								
13 - Asian								
14 – American Indian or Alaska Native								
15 – Native Hawaiian or Other Pacific Islander								
16 – Alaska Native and White								
17 – Asian and White								
18 –African American and White								
19- American Indian or Alaska Native and African American								
20 – Other Multi Racial								
Ethnicity								
Hispanic/Latino								
Non-Hispanic/Latino								
Not Specified								

Gender								
Male								
Female								
Transgender								
AMI								
0-30% AM								
31-50% AMI								
51-80% AMI								
81% + AMI								
Metrics								
BSHN Households Served								
HIRS Households served								
SCB Organizations served								
Age Group								
18-29								
30-39								
40-49								
50-59								
60 Plus								
Unknown								
Totals	0		0	0		0	0	0

Arizona Department of Housing

HSSF **Attachment C**

Budget

Recipient	City of Flagstaff			Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024			Revision No.	
Activity	Homeless Shelter Services - Vouchers and Case management				
Recipient Address	211 W. Aspen Ave			City	Flagstaff
Contact Person	Kristine Pavlik			Zip Code	86001
Phone	928-213-2749	Email	kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist		Email			

For specific allowable expenditures please refer to the Budget submitted with the Recipients FY2023 NOFA Response Proposal attached hereto.

a	c	d	e	f	g	h
Budget Line Item or Activity No.	HSSF FY2023	HSSF FY2023	Source Program Year	Source Program Year	Source Program Year	TOTAL
Activity 1 - Administration	$ 140,000.00					
Activity 2 - Project Specific		$ 700,000.00				
Total	$ 140,000.00	$ 700,000.00				$ 840,000.00

Arizona Department of Housing

HSSF **Attachment D**

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	City of Flagstaff			Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024			Pay Req. No	
Activity	Homeless Shelter Services - Vouchers and Case management			Direct Wire Dep	Yes No
Recipient Address	211 W. Aspen Ave.			City	Flagstaff
Contact Person	Kristine Pavlik			ZIP	86001
Phone	928-213-2749	Email	kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist		Email			

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	HSSF FY2023	HSSF FY2023	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Act. 1 Administration	N/A	$140,000.00			$ 140,000.00		$ 140,000.00
Act. 2 Project Specific	N/A		$700,000.00		$ 700,000.00		$ 700,000.00
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
Total		$140,000.00	$700,000.00	$ -	$ 840,000.00	$ -	$ 840,000.00

Recipient Authorized Signature Date Title

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports		Current ☐	Not Current ☐	For ADOH Use Only		
ADOH Program Specialist Approval		Date			ADOH Program Administrator Approval	Date

Arizona Department of Housing

F-4

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

Recipient	City of Flagstaff	Date	
Contract No	801-23	Pay Req. No	

Budget Line Item or Activity No	Description of Expense (List in according to funding source)	Paid (or Payable) to	Date Paid	Check # Invoice PO	Invoice Amount Charged to CDBG	Balance paid by other source	Name of other source
Totals							

January 23, 2024

THE CONTRACT BETWEEN THE CITY OF FLAGSTAFF
AND
HOUSING SOLUTIONS OF NORTHERN ARIZONA
FOR
SUBRECIPEINT AGREEMENT FOR ARIZONA DEPARTMENT OF HOUSING ("ADOH")
HOMELESS SHELTER AND SERVICES FUND GRANT FUNDING

THIS CONTRACT (the "Contract") is made and entered into by and between the City of Flagstaff , a municipal corporation (the "City") and Housing Solutions of Northern Arizona, a non-profit agency whose principal address is 2304 N. 3rd St., Flagstaff, AZ 86004 (the "Agency").

RECITALS

A. The City has received certain funds from the Arizona Department of Housing ("ADOH Grant").

B. The City is authorized to utilize the ADOH Grant in accordance with the information provided by the Funding Agreement with the Arizona Department of Housing (the "ADOH Funding Agreement").

C. The Agency is a nonprofit community service organization and has agreed to provide eligible services pursuant to the ADOH Funding Agreement as set forth in Exhibit A, Scope of Work ("the Project").

E. The City desires to use the ADOH Grant to fund the Project and subject to the following terms and conditions the City desires to contract with the Agency to implement the Project.

GENERAL CONDITION OF THE CONTRACT

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. AMOUNT AND NATURE OF ASSISTANCE BY CITY

(a) Grant Amount

Subject to all of the terms, covenants, and conditions of this Contract, the City will provide the Agency with funds received from the **ADOH Grant** to finance the Project in an amount not to exceed **One Hundred Seventy Thousand Nine Hundred Seventy-One Dollars and 48/100 ($170,971.48)**. Agency shall not use the funds received from the City in any other manner except as provided herein. Wrongful expenditure of funds will constitute a breach of this Contract and the City shall have the right to terminate this Contract under the terms and conditions hereinafter recited.

(b) Payments

Payment by the City to the Agency shall be made on a reimbursement basis for all costs incurred. Reimbursement will be paid once per month in dollar amounts approved by the City for work completed. To request a reimbursement, Agency shall submit the Request for Payment forms which are attached hereto as **Exhibit "C"** and incorporated herein by this reference. All payment requests must be submitted by line item in conformance with the Budget attached hereto as **Exhibit "B"** and incorporated herein by this reference. All claims against this Contract shall be made only for expenses incurred within the contract time period defined in **Section 4.(b).** Final payment invoices must be received no later than sixty days after completion of the scope of work or contract time period. No payments shall be made after that date.

(c) Changes in Budget

No changes in budget will be permitted. Agency is solely responsible for any cost overages.

d) Indirect Costs

If indirect costs are charged, the Agency will develop an indirect cost allocation plan for determining the appropriate Agency's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

2. AGENCY'S SCOPE OF SERVICES

(a) Scope of Work

The Agency agrees to complete the Project as described in the Scope of Work, attached hereto as **Exhibit "A"** and incorporated herein by this reference.

(b) Changes in Scope of Work

No change(s) shall be made to the Scope of Work except by written contract amendment.

3. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Close-Out Report**,** and submission of all required documentation, the City shall furnish Agency with certification that all contractual obligations have been met. The City shall not unreasonably withhold such certification.

4. CONTRACT REQUIREMENTS

(a) Contract Administration

The Agency has obtained official authorization from its governing body in the form of a resolution, motion, or similar action authorizing the person identified in **Section 34** to administer this Contract and perform the required duties for the administration of this Contract. Such authorization is attached hereto as **Exhibit "E"** and incorporated herein by this reference.

(b) Contract Term and Extension

This Contract governs work done of the project between July 1, 2023 and June 30, 2024. No payments will be made to the Agency for cost incurred after the contract time period unless a written amendment to this Contract extending the time for performance has been executed by the parties.

(c) Incorporation of all provisions of ADOH Funding Agreement

Agency shall observe and follow all provisions of the ADOH Funding Agreement, hereby incorporated by reference into this Contract, and attached as **Exhibit F**, and shall require all subcontractors to do the same.

5. ADMINISTRATIVE REQUIREMENTS

(a) Accounting

The Agency shall comply with the requirements and standards of OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" and with OMB Circular A-110. The Agency's financial management system shall include at a minimum accurate, current, and complete disclosures of the grant program; records which adequately identify the source and application of funds provided for financially assisted activities; effective control over and accountability for grant cash, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation.

(b) Procurement

The Agency shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations,* Procurement Standards. Agency outreach and documentation shall be governed by the price limits set forth in the City of Flagstaff procurement standards, not withstanding OMB Circular A-110.

All procurement undertakings must make an effort to utilize Minority and Women owned Business Enterprises. The Agency shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with the grant funds.

(c) Internal Controls

The Agency will operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. Agency financial policies and lines of authority shall be reviewed during monitoring visits defined in **Section 5.d.**

(d) Monitoring

The Agency agrees to cooperate and provide all information necessary for the City to monitor the Agency periodically to ensure compliance with this contract, compliance with federal regulations and laws, fiscal responsibility, adequate performance, and any other item of concern relating to the use of funds and the provisions defined in this contract. The monitoring will take the form of at least one site visit of Agency's place of business and/or construction site and other various requests for information.

(e) Documentation and Record-Keeping

Pursuant to Arizona Revised Statues (A.R.S.) §35-214, Agency shall retain and require that its subcontractors retain for inspection and audit by the City and/or ADOH all books, accounts, reports, files including information regarding actual beneficiaries of the funds, and other records relating to the bidding and performance of this Contract for a period of five (5) years following the date on which the City provides notice that this Contract has been fully closed out through a certificate of completion or that this Contract has been terminated.

Upon request by ADOH and/or the City, Agency shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General or Flagstaff City Hall, as set forth in the request. The original records shall be available and produced for inspection and audit when required by ADOH, the Auditor General, or the City.

Agency shall maintain records that adequately identify the source and application of the funds provided under this Contract (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Agency will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Agency holding any liens or notes as a result of this funding, Agency must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

(f) Monthly Reports to City

The Agency shall prepare and submit to the City on a monthly basis the Performance Report attached hereto as **Exhibit "E"** and incorporated by this reference for the duration of this contract. The Agency agrees to submit other reports and records as may be required by the City from time to time, which are related to the implementation of the Project, adherence to the contract, and adherence to federal, state, and local laws and regulations.

(g) Reports to City

The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment,

unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

The Agency agrees to submit such reports as the City may require, including litigation reports, financial management reports required by Federal Management Circular 74-7, equal opportunity reports as may be necessary pursuant to the rules and regulations under Title VI, Civil Rights Act of 1964; Title VIII, Civil Rights Act of 1968; Executive Order 11246, as amended, and Executive Order 11053, or any reports as may be further required.

(h) Close-Out Report

The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. The City will send the Agency written notification that a Close-Out Report is due when one of the following contractual obligations have been met: 1) the funds stated in **Section 1.a.** have been expended and the Scope of Work has been completed; 2) the contract period stated in **Section 4.b.** has expired; or 3) the Scope of Work has been completed. The Agency shall submit the Close-Out Report attached in that letter within sixty (60) days of receiving this notification.

(i) Financial Audit

The Agency shall submit a financial audit and Management Letter to the City within 30 days after receipt of the auditor's report or 9 months after the end of the audit period during which federal funds were expended. The audit shall be in conformance with the audit requirements of OMB Circular A-133.

6. FUNDS RECOUPED BY AGENCY

The Agency shall follow all rules, requirements, and procedures related to recoupment of funds, interest, and program income set forth by ADOH in Section 14 the ADOH Funding Agreement.

7. DE-OBLIGATION, RECAPTURE, AND REPAYMENT OF FUNDS

The Agency shall follow all rules, requirements, and procedures related to the de-obligation, recapture, and repayment of funds set forth by ADOH in Section 15 the ADOH Funding Agreement.

8. POLITICAL ACTIVITIES

The Agency shall not use Grant funds to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9. DRUG-FREE WORKPLACE ACT OF 1988

The Agency certifies that it will maintain a drug-free workplace.

10. REVERSION OF ASSETS

The Agency shall transfer to the City, upon expiration of the Contract, all unexpended funds advanced to the Agency and all assets purchased with funds including equipment, furniture, unused materials, and any accounts receivable attributable to the use of funds not approved for reuse**.** The Agency shall further follow all rules, requirements, and procedures related to reversion of assets set forth by ADOH in Section 16 the ADOH Funding Agreement.

11. ACKNOWLEDGEMENT

Agency shall acknowledge during the term of the contract the contribution of the City of Flagstaff and ADOH toward the Project in all instances where the contributions to the Project are recognized or listed. All materials used for public outreach and for informational purposes as part of this Project shall identify the source of the state funds (HSSF) as well as an acknowledgement of support from ADOH and the City.

12. PROJECT IMPLEMENTATION

Agency shall have responsibility for day-to-day management and implementation of the Project.

13. COPYRIGHT AND RIGHTS IN DATA

Reports, maps, or other documents produced in whole or in part under this Contract are works for hire and shall not be the subject of any application for copyright by or on behalf of Agency, or by any employee or subcontractor of Agency. Agency shall advise the City at the time of delivery of any copyrighted or copyrightable material under this Contract, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

The City and ADOH may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Contract.

14. INSURANCE

Agency shall purchase and maintain in full force the following insurance during the contract period. Agency shall provide to the City evidence of the required insurance coverage. All certifications of insurance must provide for thirty (30) days' notice to the City of cancellation, non-renewal, or material change.

The Agency and its Subconsultants, at Agency's and Subconsultants own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed,

possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Agency's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Agency shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect the City.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Agency's acts, errors, mistakes, omissions, work, or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Agency shall be solely responsible for the deductible and/or self-insured retention, and the City, at its option, may require the Agency to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Agency of any deficiencies in such policies and endorsements, and such receipt shall not relieve Agency from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Agency's obligations under this Contract.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Contract shall name the City, its agents, representatives, officers, directors, officials, and employees as additional insureds.

(a) Required Coverage

i. Commercial General Liability

Agency shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Agency's operations and products and completed operations.

(b) Automobile Liability

Agency shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Agency's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Agency's work. Coverage will be at least as broad as coverage code 1, "any auto" (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

(c) Worker's Compensation

The Agency shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Agency's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Agency will require the Subconsultant to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Agency.

(d) Certificates of Insurance

Prior to commencing work or services under this Contract, Agency shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Agency's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Agency's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

(e) Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty-(30) days' written notice to the City.

15. INDEPENDENT AGENCY STATUS

Agency is an independent entity in the performance of all activities and functions pursuant to this Contract. Agency and City are not and shall not be considered as joint venturers, partners, or agents of each other and neither shall have the power to bind or obligate the other. Agency's officers, employees, agents, and subcontractors shall not be considered as officers, employees, agents, or subcontractors of the City. Agency hereby agrees not to represent to anyone that Agency is an agent of the City or has any authority to act on behalf of the City. Agency shall be responsible for all employment compensation claims for Workman's Compensation benefits, or other claims by employees arising as a result of activities funded in whole or in part from the proceeds of this Contract, and the Agency shall hold the City harmless for any and all such claims.

16. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

Agency 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 Agency, 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, Agency 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 Agency, 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.

17. NONDISCRIMINATION

(a) Nondiscrimination

Agency shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Agency from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability, or political affiliation and require Agency to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Agency shall comply with all of the other requirements of Executive Order 2009-09. Agency shall further comply with all local ordinances prohibiting discrimination 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, and/or familial status. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the Flagstaff City Code, Chapter 14-02, Civil Rights, which also prohibits discrimination based on sexual orientation or gender identity or expression.

Agency agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Agency

shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Agency shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Agency agrees to comply, and will require any subcontractor(s) to comply, with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations-Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations - Equal Treatment for Faith-Based Organizations).

(b) Incorporation of Nondiscrimination Clause in Agency Activities

The Agency further agrees that this clause will be incorporated in all construction, supplier, or job consultant contracts entered into in connection with this Contract.

18. COMPLIANCE WITH LAWS

(a) Local Laws

The Agency shall give all notices and comply with all laws, ordinances, rules, building codes, regulations, and lawful orders of any public authority bearing on the performance of activities pursuant to this Contract. If the Agency observes that any of the Contract documents are in conflict with any laws, statutes, building codes, and/or regulations, it shall promptly notify the City, in writing, and any necessary changes shall be accomplished by appropriate written modification.

(b) Immigration

The Agency, and its contractors, shall abide by all regulations pursuant to the Immigration and Naturalization Reform Act of 1986.

Agency warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”)

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Agency may be subject to penalties up to and including termination of this Contract.

ADOH and the City retain the legal right to inspect the papers of any employee who works on this Contract to ensure that Agency or Agency's subcontractor is complying with the warranty in this section.

(c) Liability

Should the Agency perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes, and/or regulations, and not give proper notice to the City, it shall assume full responsibility therefore and shall bear all cost incurred due to its negligence.

19. THIRD PARTY ANTITRUST VIOLATIONS

Agency assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Agency toward fulfillment of this Contract.

20. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Agency agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

21. 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.

22. ADOH SIGNAGE

For new construction and rehabilitation projects, Agency must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Agency incorporates ADOH information into a larger group sign.

23. PHOTOGRAPHS

For new construction and rehabilitation projects, Agency is required to provide to ADOH before and after photographs of the project in digital or film format.

24. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01

If the Agency engages in for-profit activity and has ten (10) or more employees, and if this

Contract has a value of $100,000 or more, then the Agency certifies it is not currently engaged in, and agrees for the durations of this Contract, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

25. NO WAIVER

Both Parties have the right to 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.

26. ASSIGNMENT

Agency 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 Agency (Assignor) from any of its obligations and liabilities under the Contract with respect to the City.

27. DISPUTES

If a dispute arises out of or relates to this Contract, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation, or some other dispute resolution procedure. Mediation shall be self-administered and conducted under the procedures in use by the Alternative Dispute Resolution Program of the Coconino County Superior Court, unless other procedures are agreed upon by the parties. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This Contract does not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure. Any dispute not disposed of by mutual agreement by the parties shall be decided in accordance with the applicable Arizona laws, ordinances, and codes of the state and local government.

28. AVAILABILITY OF FUNDS

It is expressly understood by the parties hereto that this Contract has been negotiated and executed in anticipation of receipt of funds by the City from the ADOH Grant and that therefore the terms, conditions, and sums payable under this Contract are subject to any changes, limitations, or cancellation which may be required by the terms of said grant agreement. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City or ADOH in the event this provision is exercise and neither the City nor ADOH shall be obligated or liable for any future payments or for any damages as a result of termination under this section.

29. GOVERNING LAW AND FORUM

The Contract shall be construed in accordance with the laws of Arizona. In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

30. CONTINUING LIABILITY

Agency shall have continuing liability after the term of this Contract for any breach of this Contract, including failure to perform in accordance with required federal law and rules and regulations promulgated thereunder until after all complaints, investigations, and sanctions, including those arising out of audits performed by the City, ADOH, or other authorized agencies are resolved. Agency shall be liable for any sanctions or requirements imposed at any time upon the City arising out of Agency's activities performed pursuant to this Contract.

31. TERMINATION

(a) Cancellation for Conflicts of Interest

All parties hereto acknowledge that this Contract is subject to cancellation by the City of Flagstaff pursuant to the provisions of the Section 38-511, Arizona Revised Statutes.

(b) Termination for Cause

The City may suspend or terminate this Contract if Agency violates any term or condition of this Contract of if Agency fails to maintain a good faith effort to carry out the purpose of this Contract by providing written notice to the Agency. Costs incurred by Agency resulting from obligations incurred during a suspension or after termination are not allowable unless the City expressly authorizes them in the notice of suspension or cancellation. If the City terminates this Contract for cause, the Agency must repay to the City all funds provided to the Agency under this Contract.

(c) Termination for Convenience

City or Agency may terminate this Contract for convenience if either party believes that continuation will not produce beneficial results. The terminating party must notify the other party in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Agency terminates for convenience, it must repay all funds provided by the City under this Contract.

32. ROLES AND RESPONSIBILITIES

(a) Agency Representative

The Agency is responsible to ensure the Agency Representative listed in **Section 34(a)** executes the activities and obligations enumerated in this Contract.

The City will contact the Agency Representative when communicating with the Agency. The City shall be notified, in writing, of changes of personnel filling this position. The Agency Representative may utilize the professional services of other advisors as his/her agent. Said agent shall be responsible to the Agency Representative.

(b) City Representative

The City is responsible to ensure the City Representative listed in **Section 34 (b)** executes the activities and obligations enumerated in this Contract.

The Agency will contact the City Representative when communicating with the Agency. The Agency will be notified, in writing, of changes of personnel filling this position. The City Representative may utilize the professional services of other advisors as his/her agent. Said agent shall be responsible to the City Representative.

33. NOTICES, DEMANDS, AND COMMUNICATIONS BETWEEN THE PARTIES

Formal notices, demands, and communications between the City and Agency shall be deemed sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, and deemed received 48 hours later, to the principal offices of the City and the Agency addressed to each party as follows:

a) Agency:
Housing Solutions of Northern Arizona
Devonna McLaughlin, Chief Executive Officer
PO Box 30134
Flagstaff, Arizona 86003
928-214-7456 (Phone)
Devonnam@housingnaz.org (Email)

(b) City:
City of Flagstaff
Housing & Grants Administrator
Flagstaff Housing Section
211 West Aspen Avenue
Flagstaff, Arizona 86001
928-213-2749 (Phone)
kristine.pavlik@flagstaffaz.gov (Email)

Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section.

34. LIST OF CONTRACT DOCUMENTS

This Contract consists of the following documents:

(a) The terms of the Contract
(b) Scope of Work – **Exhibit A**
(c) Budget – **Exhibit B**
(d) Request for Payment and Performance Report Form – **Exhibit C**
(e) Agency Authorization to Execute Contract – **Exhibit D**
(f) ADOH Funding Agreement – **Exhibit E**

[Signature page follows]

IN WITNESS WHEREOF, all parties concerned acknowledge that they have read, understand, approve, and accept all of the provisions of this Contract and the attachments thereto.

DATED this ____ day of _____, 2024.

City of Flagstaff	**Housing Solutions of Northern Arizona**
Greg Clifton, City Manager	Devonna McLaughlin, Chief Executive Officer
Attest:	Attest:
City Clerk	Corporate Secretary
Approved as to form:	
City Attorney	

EXHIBIT A

SCOPE OF WORK

1. PROGRAM ELIGIBILITY CRITERIA

The Housing Solutions of Northern Arizona ("Agency") Homeless Transitional Housing Services Program ("Project") will allow the Agency to provide transitional housing services to 65 unduplicated households experiencing homelessness.

1.1 Eligibility for the Project administered by the Agency requires that the client:

1.1.1 Be presently experiencing homelessness, as defined by HUD.

1.2 Agency shall document and retain all client records with regards to Project eligibility.

2. SCOPE OF WORK

The Agency will provide services as set forth in detail in its October 10, 2023, proposal submitted in response to the City of Flagstaff Homeless Shelter and Services Funds (HSSF) Notice of Funding Availability, hereby incorporated by reference, and as described herein.

The Agency will utilize HSS Fund dollars to support salaries and employee related expenses for program staff, operational costs such as utilities, insurance, and internet as well as financial assistance covering move-in costs for clients.

2.1 The Agency agrees to serve sixty-five (65) households experiencing homelessness with transitional housing and a minimum of 40 households with move-in assistance.

2.2 Agency will provide the necessary personnel, equipment, office space, meeting space, supplies, and services to conduct the services as described herein.

2.3 Agency's responsibilities include:

2.3.1 Hiring and training staff involved in the program operations.
2.3.2 Providing the services as described herein.

3. PROJECT ADMINISTRATION

The Agency will provide all of the necessary services to carry out the daily tasks of ensuring that the project progresses satisfactorily and that all of the administrative functions associated with the project are properly executed in accordance with the contract and the requirement of the Federal ARPA CLFRF program.

3.1 Agency responsibilities include:

3.1.1 Maintain project files detailing expenses, procurement, project information, and correspondence, in addition to any other necessary information.

3.1.2 Submit applicable grant reports to the Housing Section.

3.1.3 Maintain client files detailing income eligibility and back up documentation, ethnicity, age, and special needs, in addition to any other necessary information.

3.1.4 Maintain project accounting records, including documentation of expenditures and receipts.

3.1.5 Manage personnel.

3.1.6 Complete audits and other submissions.

3.1.7 Ensure a cost-effective, timely and efficient delivery of services.

3.1.8 Ensure that an open process is conducted in all outreach activities and equal opportunity is provided to all persons regardless of race, color, sex, sexual orientation, religion, handicap, familial status, or national origin.

EXHIBIT B

BUDGET

Project Budget
City of Flagstaff
Community Development Block Grant (CDBG) Program

Project Description: HSNA Homeless Shelter & Services
Implementing Agency: Housing Solutions of N. Arizona
Project No.:
Date: 1/20/2024

Households Served: 65 households		**SOURCE 1**	**SOURCE 2**	**SOURCE 3**	**SOURCE 4**	**SOURCE 4**	
Item and Activity	**Item / Activity Description**	**City of Flagstaff Homeless Shelter & Services**	**City of Flagstaff CDBG**	**Rental Income**	**Private-sector grant funding & donations**	**Public-sector grant funding**	**Totals**
1	**Operating Costs**						
A	Personnel: SM Property/Program Manager (1 FTE)	$ 50,212.50				$ 16,737.50	$ 66,950.00
B	Personnel: JoJo's Property/Program Manager (1 FTE for 6 mos)	$ 15,000.00	$ 11,500.00				$ 26,500.00
C	Personnel: Maintenance Personnel (2 FTE)	$ 30,000.00		$ 54,652.00			$ 84,652.00
D	Personnel: Chief Operating Officer (0.5 FTE)				$ 25,000.00	$ 17,500.00	$ 42,500.00
E	Personnel: Chief Executive Officer (0.25 FTE)				$ 12,875.00	$ 12,875.00	$ 25,750.00
F	EREs @ 20%	$ 19,042.50	$ 2,300.00	$ 10,930.40	$ 7,575.00	$ 9,422.50	$ 49,270.40
G	Utilities	$ 25,000.00		$ 10,000.00			$ 35,000.00
H	Insurance	$ 9,816.48		$ 30,000.00			$ 39,816.48
I	Technology	$ 5,000.00		$ 5,000.00			$ 10,000.00
J	Audit & Accounting			$ 20,000.00			$ 20,000.00
K	Telephone & Internet	$ 5,000.00		$ 6,800.00			$ 11,800.00
L	Dues & Subscriptions				$ 3,000.00		$ 3,000.00
M	Training & Travel				$ 3,500.00		$ 3,500.00
N	Repairs & Maintenance (supplies & contractors)			$ 150,000.00	$ 50,000.00		$ 200,000.00
2	**Direct Client Benefit**						
A	Move-in Assistance: Deposits & 1st Month's Rent	$ 11,900.00					$ 11,900.00
B	Furnishings				$ 11,400.00	$ 9,000.00	$ 20,400.00
C	Direct Client Assistance (holidays, emergency, bus passes)				$ 16,000.00		$ 16,000.00
D	Direct Client Assistance (Move-out assistance)					$ 8,000.00	$ 8,000.00
3	**Case Management**						
A	Contract: Housing-based Case Manager (1 FTE for 6 months)		$ 37,500.00				$ 37,500.00
B	Personnel: Sharon Manor Case Managers (2 FTE)				$ 31,446.00	$ 80,000.00	$ 111,446.00
C	Personnel: Sharon Manor Youth Program Coord. (1 FTE)				$ 12,875.00	$ 38,625.00	$ 51,500.00
D	EREs @ 20%	$ -	$ -	$ -	$ 8,864.20	$ 23,725.00	$ 32,589.20
	CDBG Totals	$ 170,971.48					
	Totals	$ 170,971.48	$ 51,300.00	$ 287,382.40	$ 182,535.20	$ 215,885.00	$ 908,074.08

January 23, 2024

EXHIBIT C

REQUEST FOR PAYMENT AND PERFORMANCE REPORT FORM

CITY OF FLAGSTAFF

Arizona Department of Housing Homeless Shelter Services Funds

HOUSING ASSISTANCE

PAYMENT REQUEST

Business Name: _____

Pay Request Period: _____ **Request Number:** _____ **Amount Requested:** _____

EXPENDITURES

Description of Expenditures	Total Award	Previous Expenditures	Current Amount Requested	Remaining Balance
				$0.00

CERTIFICATION

I/we certify that this Request for Payment has been drawn in accordance with the terms and conditions of the Contract cited above.

Signature: _____ **Name & Title:** _____ **Date:** _____

Signature: _____ **Name & Title:** _____ **Date:** _____

FOR CITY USE ONLY

Vendor #: _____ Fiscal Year & Amount: _____

PO #: _____ Fiscal Year & Amount: _____

Project#: _____ Total Approved: _____

Management Services

_____

Stacey Brechler-Knaggs Date

Grants, Contracts, & Emergency Management Director

Community Development

_____

Kristine Pavlik Date

Housing & Grants Administrator

PAYMENT REQUEST

Business Name:

Pay Request Period: _____ **Request Number:** _____ **Amount Requested:** _____

EXPENDITURES

Line Item	Expense Description	Vendor	Date Paid	Check Number	Total	Reimbursement Request
					Total Request	$0.00

CITY OF FLAGSTAFF

AMERICAN RESCUE PLAN ACT (ARPA) REVENUE REPLACEMENT FUNDS

HOUSING ASSISTANCE

PERFORMANCE REPORT

BUSINESS NAME:

CONTACT NAME:

PHONE NUMBER:

EMAIL ADDRESS:

BRIEF PROJECT SUMMARY:

REPORTING PERIOD (MM/YY - MM/YY):

SUMMARY OF THIS PERIOD'S PROGRESS:

SUMMARY OF ACTIVITIES PLANNED FOR NEXT PERIOD:

CERTIFIED BY:

SIGNATURE

DATE

NAME AND TITLE

LIST OF ATTACHMENTS, IF APPLICABLE:
(ie. Additional reports, photos, etc)

Arizona Department of Housing

SFRF **ATTACHMENT B**

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient		Date	11/8/2023
Project		Month	FY24 Q1
Recipient Address		City	Flagstaff
Contact Person		Zip Code	
Phone	Email	County	Coconino

Indicate adherence to contract or schedule changes quarterly. Due by the 15th of month following the end of the quarter.

	Unduplicated			Duplicated			BED Nights	
Race	#	%	YTD #	#	%	YTD #	#	YTD #
11- White								
12- Black or African American								
13 - Asian								
14 – American Indian or Alaska Native								
15 – Native Hawaiian or Other Pacific Islander								
16 – Alaska Native and White								
17 – Asian and White								
18 –African American and White								
19- American Indian or Alaska Native and African American								
20 – Other Multi Racial								
Ethnicity								
Hispanic/Latino								
Non-Hispanic/Latino								
Not Specified								

Gender								
Male								
Female								
Transgender								
AMI								
0-30% AM								
31-50% AMI								
51-80% AMI								
81% + AMI								
Metrics								
BSHN Households Served								
HIRS Households served								
SCB Organizations served								
LEP/LAP								
Age Group								
18-29								
30-39								
40-49								
50-59								
60 Plus								
Unknown								
Totals	0		0	0		0	0	0

January 23, 2024

EXHIBIT D

AGENCY AUTHORIZATION TO EXECUTE CONTRACT

CITY OF FLAGSTAFF – GRANTS MANAGEMENT
AUTHORIZED SIGNATURE FORM - CORPORATION

AGENCY: _____
DUNS NO: _____
PROJECT: _____
GRANT NAME: _____

Whereas, _____(AGENCY), an Arizona corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of _____ (AGENCY) that _____(INDIVIDUAL) is authorized to execute on behalf of said corporation the following:

1. Contract/Agreement
2. Payment and Performance Bonds
3. Payrolls
4. Claims
5. Change Orders
6. All other papers necessary for the corporation's affairs and the execution of the Contract/Agreements

The powers and duties herein granted shall be and are hereby granted for the duration of the assurance for this project or until express notice of revocation has been duly given in writing, whichever is the lesser period.
Dated and passed by the Board of Directors this _____day of _____, 2024.

_____
_____
_____
_____

Signature of Person(s) Authorized to Sign

Name and Title of Person(s) Authorized to Sign

CERTIFICATE

I, _____ of _____(AGENCY), an Arizona corporation, do hereby certify the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said board held on _____, 2024, and the same is in full force and effect at this time.

Dated_____

_____
(Signature of Officer of Corporation)

(Corporate Seal)

STATE of Arizona)
) ss
COUNTY of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by

_____ of _____ (AGENCY), an Arizona corporation, on behalf of the corporation.

_____
Notary Public

January 23, 2024

EXHIBIT E

ADOH FUNDING AGREEMENT

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

SECTION 1. FUNDS PROVIDED 2

SECTION 2. OTHER FUNDS 4

SECTION 3. ACCEPTANCE OF FUNDS 4

SECTION 4. DURATION 4

SECTION 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW 4

SECTION 6. SCOPE OF WORK 6

SECTION 7. REPORTS 7

SECTION 8. SCHEDULE OF COMPLETION 9

SECTION 9. BUDGET 10

SECTION 10. AMENDMENTS AND MODIFICATIONS 11

SECTION 11. ENVIRONMENTAL REVIEW CONDITIONS 12

SECTION 12. APPLICATION AND OTHER PRE-AWARD COSTS 13

SECTION 13. COMPENSATION AND METHOD OF PAYMENT 13

SECTION 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME 14

SECTION 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS 15

SECTION 16. REVERSION OF ASSETS 16

SECTION 17. DEPARTMENT OF HOUSING RESPONSIBILITIES 17

SECTION 18. SUBCONTRACTING 18

SECTION 19. FAILURE TO MAKE PROGRESS 18

SECTION 20. TERMINATION FOR CAUSE 18

SECTION 21. TERMINATION FOR CONVENIENCE 19

SECTION 22. ENFORCEMENT 19

SECTION 23. CANCELLATION 20

SECTION 24. RECORDS RETENTION 20

SECTION 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS 21

SECTION 26. AVAILABILITY OF FUNDS 21

SECTION 27. APPLICABLE LAW AND ARBITRATION 21

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

SECTION 28. INDEMNIFICATION **21**

SECTION 29. FEDERAL GOVERNMENT LIABILITY **22**

SECTION 30. AUDIT **22**

SECTION 31. AUDIT EXCEPTIONS **22**

SECTION 32. UNALLOWABLE USE OF FUNDS **22**

SECTION 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS **22**

SECTION 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF **23**

SECTION 35. IDENTIFICATION OF DOCUMENTS **23**

SECTION 36. COPYRIGHT **23**

SECTION 37. RIGHTS IN DATA **23**

SECTION 38. FUNDING CONDITIONS **23**

SECTION 39. NON-DISCRIMINATION **24**

SECTION 40. THIRD PARTY ANTITRUST VIOLATIONS **24**

SECTION 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT **24**

SECTION 42. INSURANCE **25**

SECTION 43. PRIVACY CONSIDERATIONS **27**

SECTION 44. NOTICES **27**

SECTION 45. REGISTRATION WITH SOCIAL SERVE **28**

SECTION 46. ADOH SIGNAGE **28**

SECTION 47. PHOTOGRAPHS **28**

SECTION 48. STATE OF ARIZONA **28**

SECTION 49. A.R.S. § 35-393.01. ..... **28**

SECTION 50. A.R.S. § 1-501 RELATING TO FEDERAL PROGRAMS **29**

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

ATTACHMENTS

- ☒ **A** **Scope of Work**
- ☒ **B** **Performance Report/Schedule of Completion**
- ☒ **C** **Budget**
- ☒ **D** **Request for Payment Form**
- ☐ **E** **Special Conditions of the Agreement**
- ☐ **F** **Certification and Other Requirements Relating to Title I or Title II Assistance**
- ☐ **G** **Authorizing Resolution(s)**
- ☐ **H** **Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)**

AGREEMENT NO. **801-23**
TERMINATION DATE June 30, 2024

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
CITY OF FLAGTAFF
FOR
HOMELESS SHELTER AND SERVICES

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH"),** located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☐ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").

☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").

☐ A.R.S. § 41-3957 (State Housing Program Fund) ("**HPF**").

☒ S.B. 1720 Homeless Shelter and Services Fund ("**HSSF**").

☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").

☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").

☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("**NHTF**").

☐ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").

☐ Title IV Energy Conservation and Production Act (ECPA), as amended; and 42 U.S.C. Section 6861, *et. seq.* including WAP regulations contained in 10 CFR 440, DOE Financial Assistance Rules at 2 CFR 200 and the Bipartisan Infrastructure Law (Infrastructure Investment and Jobs Act), Public Law 117-58. (**"DOE WAP BIL"**).

☐ H.R 2471, the Consolidated Appropriations Act, 2022 establishing the Weatherization Readiness Fund (**"DOE WRF"**).

☐ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

☐ Southwest Gas Corporation, Weatherization Assistance Program ("**SWG WAP**").

☐ Arizona Public Service, Weatherization Assistance Program ("**APS WAP**").

☐ Salt River Project, Weatherization Assistance Program ("**SRP WAP**").

☐ Crisis Contingency and Safety Net Fund) ("**CCSNF**").

☐ State Fiscal Recovery Funds ("**SFRF**")

and

CITY OF FLAGSTAFF
(Entity)

An Arizona City ("Recipient") DUNS #088302625, located at

211 W. Aspen Ave
Street
Flagstaff, AZ 86001
City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $840,000.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☐ **CDBG**, CFDA # 14.228
Federal Fiscal Year _____
$_____

☐ **HOME**, CFDA # 14.239
Federal Fiscal Year _____
$_____

☐ **HTF**
State Fiscal Year _____
$_____

☐ **HPF**
State Fiscal Year _____
$_____

☒ **HSSF**
State Fiscal Year 2023
$840,000.00

☐ **HOPWA**, CFDA # 14.241
Federal Fiscal Year _____
$_____

☐ **COC**, CFDA # 14.267
Federal Fiscal Year _____
$_____

☐ **NHTF**, CFDA # 14.275
Federal Fiscal Year _____
$_____

☐ **DOE WAP,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **DOE WAP BIL,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **DOE WRF,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **LIHEAP WAP**, CFDA # 93.568
Federal Fiscal Year _____
$_____

☐ **SWG WAP**
State Fiscal Year _____
$_____

☐ **APS WAP**
State Fiscal Year _____
$_____

☐ **SRP WAP**
State Fiscal Year _____
$_____

☐ **CCSNF**
State Fiscal Year _____
$_____

☐ **SFRF**
State Fiscal Year _____
$_____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until JUNE 30, 2024 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the

provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G,** ***Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☐ **CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook;* and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handboo*k; and (6) the *State Housing Fund Program Summary and Application Guide*.

☐ **HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.

☐ **HPF** funds require adherence to the *Special Needs Housing Manual* as revised.

☒ **HSSF** funds require adherence to S.B. 1720 and the Notice of Funds Available issued for acceptance of applications for HSSF funding.

☐ **COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.

☐ **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual.*

☐ **NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) State of Arizona Qualified Allocation Plan; and *(5) National Housing Trust Fund Allocation Plan.*

☐ **DOE WAP, DOE WAP BIL and DOE WRF** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) *the*

Arizona Weatherization Policies and Procedures Handbook; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *DOE WPN 22-4 Quality Work Plan.*

☐ **LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (3) *Health and Safety Plan (HSD Plan);* (4) *the Arizona Weatherization Policies and Procedures Handbook;* (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **SWG WAP, APS WAP or SRP WAP** funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (2) *Health and Safety Plan (HSD Plan);* (3) *the Arizona Weatherization Policies and Procedures Handbook*; (4) *Arizona Weatherization Assistance Program Field Guide;* (5) *Standard Work Specifications*; and (6) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **CCSNF** funds require adherence to the terms and conditions of the Crisis Contingency and Safety Net Fund such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis: (1) salaries for additional staffing; (2) operational expenses; and (3) any additional costs specifically outlined in the Scope of Work described in Section 6 below.

☐ **SFRF** funds require adherence to the terms and conditions of the State Fiscal Recovery Funds such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis through costs specifically outlined in the Scope of Work described in Section 6 below.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;

(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes;
(e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
(f) The ownership entity changes; and
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

☐ **HOME, NHTF, HTF** funded rental development projects ("Rental Projects") or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).

☐ **HOME, HTF and CDBG** non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☒ **HSSF** funded assistance for persons who are homeless ("Homeless Shelter and Services Projects"). Recipient must submit a *Quarterly Performance Report* attached hereto as Attachment B. The Quarterly Progress Report follows the state fiscal year from July 1 through June 30 and must be submitted to ADOH on the 20th day of October, January, April and July and address activities of the preceding quarter (i.e. the October report covers the months of July through September).

☐ **HOPWA** funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.

☐ **COC** funded assistance for persons who are homeless ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.

☐ **DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, SWG WAP, APS WAP and SRP WAP** funded projects ("Weatherization Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

☐ **CCSNF** funded projects ("CCSNF Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of June, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the July report covers the month of June).

☐ **SFRF** funded projects ("SFRF Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th of each month and address activities of the preceding month (i.e. the April report covers the month of March).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **Rental Projects funded with HOME or HTF**. Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ **Homeless Projects funded with HTF, HPF, HSSF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH

will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Weatherization.** Projects funded with DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, SWG WAP APS WAP and/or SRP WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at approximately four (4) months with additional re-allocations made on an as needed basis.

☐ **CCSNF Projects**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **SFRF Projects**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☐ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☐ **HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

(a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

☒ **HSSF, CCSNF and SFRF Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs.

☐ **WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs. Administration, Technical Assistance and Health and Safety line items cannot be increased unless the overall award of funds increases.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

☐ **WEATHERIZATION (DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☐ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP, DOE WAP BIL, DOE WRF and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

☒ **HSSF.** At the discretion of ADOH, FY 2023 HSSF grantees may receive all or a portion of their awarded funds in advance.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by

applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds

from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work;* and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer

period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination

and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
(d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
(e) Recapture funds and terminate contract;
(f) Withhold future ADOH grant awards from all sources; or
(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient

from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

☐ **CDBG funded projects only**: All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

☐ **WEATHERIZATION projects only**: All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds or HSSF funds per S.B. 1720, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds, HTF and HSSF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME, CDBG, HOPWA, COC, NHTF, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, CCSNF and SFRF programs, the availability of state funds provided for the state HTF, HPF and HSSF Programs and the availability of private funds provided for the SWG WAP, APS WAP and SRP WAP programs. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability

Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any

corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, CCSNF, SFRF) or state (HTF, HPF, HSSF) funds or private funds (APS, SRP, SWG) used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section

A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

(b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.

(c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable

with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability

insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall

be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

CITY OF FLAGSTAFF
Entity
GREG CLIFTON
Attention (if applicable)
211 W. ASPEN AVE
Mailing Address
Flagstaff, AZ 86001
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with *socialserve.com* and keep the project listed with *socialserve.com* for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of $100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a

boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOUSING	**CITY OF FLAGSTAFF RECIPIENT**
BY: _____	BY: _____ Digitally signed by Greg Clifton Date: 2023.06.23 15:46:18 -07'00'
Joan Serviss *or* Ruby Dhillon-Williams *or* Keon Montgomery	Greg Clifton
TITLE: Director	TITLE: City Manager
DATE: 06/27/23	DATE: 6/23/2023

ATTEST:

Digitally signed by Stacy Saltzburg
Date: 2023.06.23 10:30:36 -07'00'

CITY CLERK

APPROVED AS TO FORM:

Christina Rubalcava for

Digitally signed by Christina Rubalcava for
Date: 2023.06.22 13:11:39 -07'00'

CITY ATTORNEY

ATTACHMENT A
SCOPE OF WORK

The homeless services award will be comprised of Homeless Shelter and Services Funds (HSSF) and will allow the City of Flagstaff **(recipient)** to provide supportive services, overnight shelter, and move-in assistance to approximately 600 unsheltered persons experiencing homelessness.

This contract award is contingent upon:

A. Serving unsheltered persons experiencing homelessness as follows:

1. Assist approximately 600 unsheltered persons experiencing homelessness with supportive services, overnight shelter, and move-in assistance. Overnight shelter will include hotel/motel bed nights as emergency shelter for victims of crime who are unhoused due to their victimization, and temporary emergency shelter and transportation to people impacted by the closure of the "sober living" / residential facilities as part of Rainbow Bridge.

    i. A minimum of 20 homeless households will receive move-in assistance to cover security deposits and application fees for quick housing occupancy.
    ii. A minimum of 200 individuals will receive motel/hotel vouchers.

2. Partner with local homeless and housing service providers to facilitate transitional housing and move-in assistance for households experiencing homelessness.

B. Recipient shall begin project implementation no later than July 31, 2023.

C. Perform all allowable activities within the period of performance from July 1, 2023 through June 30, 2024.

D. Submit **quarterly** reports of the activities completed during the quarterly performance period and the data pertaining to unsheltered persons served on the Attachment B Performance Report Form (attached hereto).

Project Funds
The State has reserved $840,000.00 from Homeless Shelter and Services Fund dollars for project funding per the budget expenditures identified in the Recipient's program proposal.

Arizona Department of Housing

HSSF **ATTACHMENT B**

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	City of Flagstaff	Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024	Revision	
Activity	Homeless Shelter Services - Vouchers and Case management	Month	
Recipient Address	211 W. Aspen Ave	City	Flagstaff
Contact Person	Kristine Pavlik	Zip Code	86001
Phone	928-213-2749 Email kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist	Email		

Indicate adherence to contract or schedule changes Quarterly. Due by the 20th of the month following the Quarter end. See Below.

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Execute ADOH Contract	6/30/2023		
Program Start Date	7/1/2023		
Submission of 1st Quarter Report	10/20/2023		
Submission of 2nd Quarter Report	1/20/2024		
Submission of 3rd Quarter Report	4/20/2024		
Submission of Final Quarter Report	7/20/2024		
Project Complete - Contract Expires	6/30/2024		
Project Final Request for Reimbursement and Close Out Reports Due	8/30/2024		

Please provide: 1. a brief description of activities performed this period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. 2. The date of submission of your last Request for Payment (RFP) 3. All Data on Data Ta
RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.

Last RFP submitted on:

Recipient Authorized Signature Date	Title

Arizona Department of Housing

SFRF ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	City of Flagstaff	Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024		
Activity	Homeless Shelter Services - Vouchers and Case management	Month	
Recipient Address	211 W. Aspen Ave	City	Flagstaff
Contact Person	Kristine Pavlik	Zip Code	86001
Phone	928-213-2749 Email kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist	Email		

Indicate adherence to contract or schedule changes quarterly. Due by the 15th of month following the end of the quarter.

	Unduplicated			Duplicated			BED Nights	
Race	#	%	YTD #	#	%	YTD #	#	YTD #
11- White								
12- Black or African American								
13 - Asian								
14 – American Indian or Alaska Native								
15 – Native Hawaiian or Other Pacific Islander								
16 – Alaska Native and White								
17 – Asian and White								
18 –African American and White								
19- American Indian or Alaska Native and African American								
20 – Other Multi Racial								
Ethnicity								
Hispanic/Latino								
Non-Hispanic/Latino								
Not Specified								

Gender								
Male								
Female								
Transgender								
AMI								
0-30% AM								
31-50% AMI								
51-80% AMI								
81% + AMI								
Metrics								
BSHN Households Served								
HIRS Households served								
SCB Organizations served								
Age Group								
18-29								
30-39								
40-49								
50-59								
60 Plus								
Unknown								
Totals	0		0	0		0	0	0

Arizona Department of Housing

HSSF **Attachment C**

Budget

Recipient	City of Flagstaff			Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024			Revision No.	
Activity	Homeless Shelter Services - Vouchers and Case management				
Recipient Address	211 W. Aspen Ave			City	Flagstaff
Contact Person	Kristine Pavlik			Zip Code	86001
Phone	928-213-2749	Email	kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist		Email			

For specific allowable expenditures please refer to the Budget submitted with the Recipients FY2023 NOFA Response Proposal attached hereto.

a	c	d	e	f	g	h
Budget Line Item or Activity No.	HSSF FY2023	HSSF FY2023	Source Program Year	Source Program Year	Source Program Year	TOTAL
Activity 1 - Administration	$ 140,000.00					
Activity 2 - Project Specific		$ 700,000.00				
Total	$ 140,000.00	$ 700,000.00				$ 840,000.00

Arizona Department of Housing

HSSF **Attachment D**

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	City of Flagstaff			Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024			Pay Req. No	
Activity	Homeless Shelter Services - Vouchers and Case management			Direct Wire Dep	Yes No
Recipient Address	211 W. Aspen Ave.			City	Flagstaff
Contact Person	Kristine Pavlik			ZIP	86001
Phone	928-213-2749	Email	kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist		Email			

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	HSSF FY2023	HSSF FY2023	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Act. 1 Administration	N/A	$140,000.00			$ 140,000.00		$ 140,000.00
Act. 2 Project Specific	N/A		$700,000.00		$ 700,000.00		$ 700,000.00
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
Total		$140,000.00	$700,000.00	$ -	$ 840,000.00	$ -	$ 840,000.00

Recipient Authorized Signature Date Title

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports		Current ☐	Not Current ☐	For ADOH Use Only		
ADOH Program Specialist Approval		Date			ADOH Program Administrator Approval	Date

Arizona Department of Housing

F-4

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

Recipient	City of Flagstaff	Date	
Contract No	801-23	Pay Req. No	

Budget Line Item or Activity No	Description of Expense (List in according to funding source)	Paid (or Payable) to	Date Paid	Check # Invoice PO	Invoice Amount Charged to CDBG	Balance paid by other source	Name of other source
Totals							

January 23, 2024

THE CONTRACT BETWEEN THE CITY OF FLAGSTAFF
AND
COMMUNITY ASSISTANCE TEAMS OF FLAGSTAFF
FOR
SUBRECIPEINT AGREEMENT FOR ARIZONA DEPARTMENT OF HOUSING ("ADOH")
HOMELESS SHELTER AND SERVICES FUND GRANT FUNDING

THIS CONTRACT (the "Contract") is made and entered into by and between the City of Flagstaff , a municipal corporation (the "City") and COMMUNITY ASSISTANCE TEAMS OF FLAGSTAFF, a non-profit agency whose principal address is 1124 MOUNTAINAIRE RD, FLAGSTAFF, AZ 86005 (the "Agency").

RECITALS

A. The City has received certain funds from the Arizona Department of Housing ("ADOH Grant").

B. The City is authorized to utilize the ADOH Grant in accordance with the information provided by the Funding Agreement with the Arizona Department of Housing (the "ADOH Funding Agreement").

C. The Agency is a nonprofit community service organization and has agreed to provide eligible services pursuant to the ADOH Funding Agreement as set forth in Exhibit A, Scope of Work ("the Project").

E. The City desires to use the ADOH Grant to fund the Project and subject to the following terms and conditions the City desires to contract with the Agency to implement the Project.

GENERAL CONDITION OF THE CONTRACT

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. AMOUNT AND NATURE OF ASSISTANCE BY CITY

(a) Grant Amount

Subject to all of the terms, covenants, and conditions of this Contract, the City will provide the Agency with funds received from the **ADOH Grant** to finance the Project in an amount not to exceed **Sixty-One Thousand Eight Hundred and Two Dollars and 28/100 ($61,802.28)**. Agency shall not use the funds received from the City in any other manner except as provided herein. Wrongful expenditure of funds will constitute a breach of this Contract and the City shall have the right to terminate this Contract under the terms and conditions hereinafter recited.

(b) Payments

Payment by the City to the Agency shall be made on a reimbursement basis for all costs incurred. Reimbursement will be paid once per month in dollar amounts approved by the City for work completed. To request a reimbursement, Agency shall submit the Request for Payment forms which are attached hereto as **Exhibit "C"** and incorporated herein by this reference. All payment requests must be submitted by line item in conformance with the Budget attached hereto as **Exhibit "B"** and incorporated herein by this reference. All claims against this Contract shall be made only for expenses incurred within the contract time period defined in **Section 4.(b).** Final payment invoices must be received no later than sixty days after completion of the scope of work or contract time period. No payments shall be made after that date.

(c) Changes in Budget

No changes in budget will be permitted. Agency is solely responsible for any cost overages.

d) Indirect Costs

If indirect costs are charged, the Agency will develop an indirect cost allocation plan for determining the appropriate Agency's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

2. AGENCY'S SCOPE OF SERVICES

(a) Scope of Work

The Agency agrees to complete the Project as described in the Scope of Work, attached hereto as **Exhibit "A"** and incorporated herein by this reference.

(b) Changes in Scope of Work

No change(s) shall be made to the Scope of Work except by written contract amendment.

3. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Close-Out Report**,** and submission of all required documentation, the City shall furnish Agency with certification that all contractual obligations have been met. The City shall not unreasonably withhold such certification.

4. CONTRACT REQUIREMENTS

(a) Contract Administration

The Agency has obtained official authorization from its governing body in the form of a resolution, motion, or similar action authorizing the person identified in **Section 34** to administer this Contract and perform the required duties for the administration of this Contract. Such authorization

is attached hereto as **Exhibit "E"** and incorporated herein by this reference.

(b) Contract Term and Extension

This Contract governs work done of the project between July 1, 2023 and June 30, 2024. No payments will be made to the Agency for cost incurred after the contract time period unless a written amendment to this Contract extending the time for performance has been executed by the parties.

(c) Incorporation of all provisions of ADOH Funding Agreement

Agency shall observe and follow all provisions of the ADOH Funding Agreement, hereby incorporated by reference into this Contract, and attached as **Exhibit F**, and shall require all subcontractors to do the same.

5. ADMINISTRATIVE REQUIREMENTS

(a) Accounting

The Agency shall comply with the requirements and standards of OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" and with OMB Circular A-110. The Agency's financial management system shall include at a minimum accurate, current, and complete disclosures of the grant program; records which adequately identify the source and application of funds provided for financially assisted activities; effective control over and accountability for grant cash, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation.

(b) Procurement

The Agency shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations*, Procurement Standards. Agency outreach and documentation shall be governed by the price limits set forth in the City of Flagstaff procurement standards, not withstanding OMB Circular A-110.

All procurement undertakings must make an effort to utilize Minority and Women owned Business Enterprises. The Agency shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with the grant funds.

(c) Internal Controls

The Agency will operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. Agency financial policies and lines of authority shall be reviewed during monitoring visits defined in **Section 5.d.**

(d) Monitoring

The Agency agrees to cooperate and provide all information necessary for the City to monitor the Agency periodically to ensure compliance with this contract, compliance with federal regulations and laws, fiscal responsibility, adequate performance, and any other item of concern relating to the use of funds and the provisions defined in this contract. The monitoring will take the form of at least one site visit of Agency's place of business and/or construction site and other various requests for information.

(e) Documentation and Record-Keeping

Pursuant to Arizona Revised Statues (A.R.S.) §35-214, Agency shall retain and require that its subcontractors retain for inspection and audit by the City and/or ADOH all books, accounts, reports, files including information regarding actual beneficiaries of the funds, and other records relating to the bidding and performance of this Contract for a period of five (5) years following the date on which the City provides notice that this Contract has been fully closed out through a certificate of completion or that this Contract has been terminated.

Upon request by ADOH and/or the City, Agency shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General or Flagstaff City Hall, as set forth in the request. The original records shall be available and produced for inspection and audit when required by ADOH, the Auditor General, or the City.

Agency shall maintain records that adequately identify the source and application of the funds provided under this Contract (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Agency will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Agency holding any liens or notes as a result of this funding, Agency must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

(f) Monthly Reports to City

The Agency shall prepare and submit to the City on a monthly basis the Performance Report attached hereto as **Exhibit "E"** and incorporated by this reference for the duration of this contract. The Agency agrees to submit other reports and records as may be required by the City from time to time, which are related to the implementation of the Project, adherence to the contract, and adherence to federal, state, and local laws and regulations.

(g) Reports to City

The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final

payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

The Agency agrees to submit such reports as the City may require, including litigation reports, financial management reports required by Federal Management Circular 74-7, equal opportunity reports as may be necessary pursuant to the rules and regulations under Title VI, Civil Rights Act of 1964; Title VIII, Civil Rights Act of 1968; Executive Order 11246, as amended, and Executive Order 11053, or any reports as may be further required.

(h) Close-Out Report

The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. The City will send the Agency written notification that a Close-Out Report is due when one of the following contractual obligations have been met: 1) the funds stated in **Section 1.a.** have been expended and the Scope of Work has been completed; 2) the contract period stated in **Section 4.b.** has expired; or 3) the Scope of Work has been completed. The Agency shall submit the Close-Out Report attached in that letter within sixty (60) days of receiving this notification.

(i) Financial Audit

The Agency shall submit a financial audit and Management Letter to the City within 30 days after receipt of the auditor's report or 9 months after the end of the audit period during which federal funds were expended. The audit shall be in conformance with the audit requirements of OMB Circular A-133.

6. FUNDS RECOUPED BY AGENCY

The Agency shall follow all rules, requirements, and procedures related to recoupment of funds, interest, and program income set forth by ADOH in Section 14 the ADOH Funding Agreement.

7. DE-OBLIGATION, RECAPTURE, AND REPAYMENT OF FUNDS

The Agency shall follow all rules, requirements, and procedures related to the de-obligation, recapture, and repayment of funds set forth by ADOH in Section 15 the ADOH Funding Agreement.

8. POLITICAL ACTIVITIES

The Agency shall not use Grant funds to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9. DRUG-FREE WORKPLACE ACT OF 1988

The Agency certifies that it will maintain a drug-free workplace.

10. REVERSION OF ASSETS

The Agency shall transfer to the City, upon expiration of the Contract, all unexpended funds advanced to the Agency and all assets purchased with funds including equipment, furniture, unused materials, and any accounts receivable attributable to the use of funds not approved for reuse**.** The Agency shall further follow all rules, requirements, and procedures related to reversion of assets set forth by ADOH in Section 16 the ADOH Funding Agreement.

11. ACKNOWLEDGEMENT

Agency shall acknowledge during the term of the contract the contribution of the City of Flagstaff and ADOH toward the Project in all instances where the contributions to the Project are recognized or listed. All materials used for public outreach and for informational purposes as part of this Project shall identify the source of the state funds (HSSF) as well as an acknowledgement of support from ADOH and the City.

12. PROJECT IMPLEMENTATION

Agency shall have responsibility for day-to-day management and implementation of the Project.

13. COPYRIGHT AND RIGHTS IN DATA

Reports, maps, or other documents produced in whole or in part under this Contract are works for hire and shall not be the subject of any application for copyright by or on behalf of Agency, or by any employee or subcontractor of Agency. Agency shall advise the City at the time of delivery of any copyrighted or copyrightable material under this Contract, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

The City and ADOH may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Contract.

14. INSURANCE

Agency shall purchase and maintain in full force the following insurance during the contract period. Agency shall provide to the City evidence of the required insurance coverage. All certifications of insurance must provide for thirty (30) days' notice to the City of cancellation, non-renewal, or material change.

The Agency and its Subconsultants, at Agency's and Subconsultants own expense, shall

purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Agency's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Agency shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect the City.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Agency's acts, errors, mistakes, omissions, work, or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Agency shall be solely responsible for the deductible and/or self-insured retention, and the City, at its option, may require the Agency to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Agency of any deficiencies in such policies and endorsements, and such receipt shall not relieve Agency from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Agency's obligations under this Contract.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Contract shall name the City, its agents, representatives, officers, directors, officials, and employees as additional insureds.

(a) Required Coverage

i. Commercial General Liability

Agency shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy

Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Agency's operations and products and completed operations.

(b) Automobile Liability

Agency shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Agency's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Agency's work. Coverage will be at least as broad as coverage code 1, "any auto" (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

(c) Worker's Compensation

The Agency shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Agency's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Agency will require the Subconsultant to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Agency.

(d) Certificates of Insurance

Prior to commencing work or services under this Contract, Agency shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Agency's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Agency's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

(e) Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty-(30) days' written notice to the City.

15. INDEPENDENT AGENCY STATUS

Agency is an independent entity in the performance of all activities and functions pursuant to this Contract. Agency and City are not and shall not be considered as joint venturers, partners, or agents of each other and neither shall have the power to bind or obligate the other. Agency's officers, employees, agents, and subcontractors shall not be considered as officers, employees, agents, or subcontractors of the City. Agency hereby agrees not to represent to anyone that Agency is an agent of the City or has any authority to act on behalf of the City. Agency shall be responsible for all employment compensation claims for Workman's Compensation benefits, or other claims by employees arising as a result of activities funded in whole or in part from the proceeds of this Contract, and the Agency shall hold the City harmless for any and all such claims.

16. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

Agency 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 Agency, 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, Agency 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 Agency, 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.

17. NONDISCRIMINATION

(a) Nondiscrimination

Agency shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Agency from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability, or political affiliation and require Agency to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Agency shall comply with all of the other requirements of Executive Order 2009-09. Agency shall further comply with all local ordinances prohibiting discrimination 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, and/or familial status. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the Flagstaff City Code, Chapter 14-02, Civil Rights, which also prohibits discrimination based on sexual orientation or gender identity or expression.

Agency agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Agency shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Agency shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Agency agrees to comply, and will require any subcontractor(s) to comply, with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations-Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations - Equal Treatment for Faith-Based Organizations).

(b) Incorporation of Nondiscrimination Clause in Agency Activities

The Agency further agrees that this clause will be incorporated in all construction, supplier, or job consultant contracts entered into in connection with this Contract.

18. COMPLIANCE WITH LAWS

(a) Local Laws

The Agency shall give all notices and comply with all laws, ordinances, rules, building codes, regulations, and lawful orders of any public authority bearing on the performance of activities pursuant to this Contract. If the Agency observes that any of the Contract documents are in conflict with any laws, statutes, building codes, and/or regulations, it shall promptly notify the City, in writing, and any necessary changes shall be accomplished by appropriate written modification.

(b) Immigration

The Agency, and its contractors, shall abide by all regulations pursuant to the Immigration and Naturalization Reform Act of 1986.

Agency warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”)

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Agency may be subject to penalties up to and including termination of this Contract.

ADOH and the City retain the legal right to inspect the papers of any employee who works on this Contract to ensure that Agency or Agency's subcontractor is complying with the warranty in this section.

(c) Liability

Should the Agency perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes, and/or regulations, and not give proper notice to the City, it shall assume full responsibility therefore and shall bear all cost incurred due to its negligence.

19. THIRD PARTY ANTITRUST VIOLATIONS

Agency assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Agency toward fulfillment of this Contract.

20. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Agency agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

21. 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.

22. ADOH SIGNAGE

For new construction and rehabilitation projects, Agency must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Agency incorporates ADOH information into a larger group sign.

23. PHOTOGRAPHS

For new construction and rehabilitation projects, Agency is required to provide to ADOH before and after photographs of the project in digital or film format.

24. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01

If the Agency engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of $100,000 or more, then the Agency certifies it is not currently engaged in, and agrees for the durations of this Contract, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

25. NO WAIVER

Both Parties have the right to 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.

26. ASSIGNMENT

Agency 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 Agency (Assignor) from any of its obligations and liabilities under the Contract with respect to the City.

27. DISPUTES

If a dispute arises out of or relates to this Contract, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation, or some other dispute resolution procedure. Mediation shall be self-administered and conducted under the procedures in use by the Alternative Dispute Resolution Program of the Coconino County Superior Court, unless other procedures are agreed upon by the parties. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This Contract does not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure. Any dispute not disposed of by mutual agreement by the parties shall be decided in accordance with the applicable Arizona laws, ordinances, and codes of the state and local government.

28. AVAILABILITY OF FUNDS

It is expressly understood by the parties hereto that this Contract has been negotiated and executed in anticipation of receipt of funds by the City from the ADOH Grant and that therefore the terms, conditions, and sums payable under this Contract are subject to any changes, limitations, or cancellation which may be required by the terms of said grant agreement. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City or ADOH in the

event this provision is exercise and neither the City nor ADOH shall be obligated or liable for any future payments or for any damages as a result of termination under this section.

29. GOVERNING LAW AND FORUM

The Contract shall be construed in accordance with the laws of Arizona. In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

30. CONTINUING LIABILITY

Agency shall have continuing liability after the term of this Contract for any breach of this Contract, including failure to perform in accordance with required federal law and rules and regulations promulgated thereunder until after all complaints, investigations, and sanctions, including those arising out of audits performed by the City, ADOH, or other authorized agencies are resolved. Agency shall be liable for any sanctions or requirements imposed at any time upon the City arising out of Agency's activities performed pursuant to this Contract.

31. TERMINATION

(a) Cancellation for Conflicts of Interest

All parties hereto acknowledge that this Contract is subject to cancellation by the City of Flagstaff pursuant to the provisions of the Section 38-511, Arizona Revised Statutes.

(b) Termination for Cause

The City may suspend or terminate this Contract if Agency violates any term or condition of this Contract of if Agency fails to maintain a good faith effort to carry out the purpose of this Contract by providing written notice to the Agency. Costs incurred by Agency resulting from obligations incurred during a suspension or after termination are not allowable unless the City expressly authorizes them in the notice of suspension or cancellation. If the City terminates this Contract for cause, the Agency must repay to the City all funds provided to the Agency under this Contract.

(c) Termination for Convenience

City or Agency may terminate this Contract for convenience if either party believes that continuation will not produce beneficial results. The terminating party must notify the other party in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Agency terminates for convenience, it must repay all funds provided by the City under this Contract.

32. ROLES AND RESPONSIBILITIES

(a) Agency Representative

The Agency is responsible to ensure the Agency Representative listed in **Section 34(a)** executes the activities and obligations enumerated in this Contract.

The City will contact the Agency Representative when communicating with the Agency. The City shall be notified, in writing, of changes of personnel filling this position. The Agency Representative may utilize the professional services of other advisors as his/her agent. Said agent shall be responsible to the Agency Representative.

(b) City Representative

The City is responsible to ensure the City Representative listed in **Section 34 (b)** executes the activities and obligations enumerated in this Contract.

The Agency will contact the City Representative when communicating with the Agency. The Agency will be notified, in writing, of changes of personnel filling this position. The City Representative may utilize the professional services of other advisors as his/her agent. Said agent shall be responsible to the City Representative.

33. NOTICES, DEMANDS, AND COMMUNICATIONS BETWEEN THE PARTIES

Formal notices, demands, and communications between the City and Agency shall be deemed sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, and deemed received 48 hours later, to the principal offices of the City and the Agency addressed to each party as follows:

a) Agency:
Community Assistance Teams of Flagstaff
Darrel Marks, Board Chair
1124 Mountainaire Rd
Flagstaff, AZ 86005
928-298-4900 (Phone)
darrell@cats-of-flagstaff.org (Email)

(b) City:
City of Flagstaff
Housing & Grants Administrator
Flagstaff Housing Section
211 West Aspen Avenue
Flagstaff, Arizona 86001
928-213-2749 (Phone)
kristine.pavlik@flagstaffaz.gov (Email)

Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section.

34. LIST OF CONTRACT DOCUMENTS

This Contract consists of the following documents:

(a) The terms of the Contract
(b) Scope of Work – **Exhibit A**
(c) Budget – **Exhibit B**
(d) Request for Payment and Performance Report Form – **Exhibit C**
(e) Agency Authorization to Execute Contract – **Exhibit D**
(f) ADOH Funding Agreement – **Exhibit E**

[Signature page follows]

IN WITNESS WHEREOF, all parties concerned acknowledge that they have read, understand, approve, and accept all of the provisions of this Contract and the attachments thereto.

DATED this ____ day of _____, 2024.

City of Flagstaff

Greg Clifton, City Manager

Attest:

City Clerk

Approved as to form:

Darrell Marks, Board Chair

Community Assistance Teams of Flagstaff

Darrel Marks, Board Chair

Attest:

Corporate Secretary

EXHIBIT A

SCOPE OF WORK

1. PROGRAM ELIGIBILITY CRITERIA

The Community Assistance Teams of Flagstaff ("Agency") Mobile Outreach and Shower Bus Program ("Project") will allow the Agency to provide mobile outreach services to unsheltered individuals experiencing homelessness. Services include free showers, hygiene supplies, clothing, food, first aid supplies, case management and referrals for shelter, housing and the People at Work program. The project will serve 200 unique individuals.

1.1 Eligibility for the Project administered by the Agency requires that the client:

1.1.1 Be presently experiencing homelessness, as defined by HUD.

1.2 Agency shall document and retain all client records with regards to Project eligibility.

2. SCOPE OF WORK

The Agency will provide services as set forth in detail in its October 10, 2023, proposal submitted in response to the City of Flagstaff Homeless Shelter and Services Funds (HSSF) Notice of Funding Availability, hereby incorporated by reference, and as described herein.

The Agency will utilize Homeless Shelter and Services funds to support the salary and wages of program staff and administrative costs, as well as program operations including rent, costs for fuel, vehicle maintenance and supplies.

2.1 The Agency agrees to serve two hundred (200) unsheltered individuals experiencing homelessness.

2.2 Agency will provide the necessary personnel, equipment, office space, meeting space, supplies, and services to conduct the services as described herein.

2.3 Agency's responsibilities include:

2.3.1 Hiring and training staff involved in the program operations.
2.3.2 Providing the services as described herein.

3. PROJECT ADMINISTRATION

The Agency will provide all of the necessary services to carry out the daily tasks of ensuring that the project progresses satisfactorily and that all of the administrative functions associated with the project are properly executed in accordance with the

contract and the requirements of the Arizona Department of Housing Homeless Shelter and Services Funds.

3.1 Agency responsibilities include:

3.1.1 Maintain project files detailing expenses, procurement, project information, and correspondence, in addition to any other necessary information.

3.1.2 Submit applicable grant reports to the Housing Section.

3.1.3 Maintain client files detailing income eligibility and back up documentation, ethnicity, age, and special needs, in addition to any other necessary information.

3.1.4 Maintain project accounting records, including documentation of expenditures and receipts.

3.1.5 Manage personnel.

3.1.6 Complete audits and other submissions.

3.1.7 Ensure a cost-effective, timely and efficient delivery of services.

3.1.8 Ensure that an open process is conducted in all outreach activities and equal opportunity is provided to all persons regardless of race, color, sex, sexual orientation, religion, handicap, familial status, or national origin.

January 23, 2024

EXHIBIT B

BUDGET

Project Budget	**$224,200**
City of Flagstaff	**HSSF 2023**
Project Description:	Outreach & Shower Bus
Implementing Agency:	Community Assistance Teams of Flagsaff
CoF Project Number:	
Persons Served:	300 individuals/4,056 service encounters
Date Submitted:	1/20/2024

Item/Activity	Item/Activity Desription	Source 1	Source 2	Leverage	Donations	Project
		City of Flagstaff	Federal/State/ Local Funding	Agency	In-kind & Funds	TOTALS
1	**Program or Project Related Expenses**					
A	Homeless Navigators Payroll	$ 35,802.28			$15,198.00	**$51,000**
B	Driver	$ 10,000.00			$4,000.00	**$14,000**
C	Program Supplies/Bus Operating Costs	$ 2,000.00			$5,500	**$7,500**
D	Direct Client Assistance		$2,000		$8,000	**$10,000**
E	Fuel	$ 2,000.00			$1,000	**$3,000**
F	Vehicle Maintenance	$ 5,000.00			$5,000	**$10,000**
G	1 intern			$9,800.00		**$9,800**
H	Program/executive director-volunteer		$10,000	$40,000.00	$15,000	**$65,000**
2	**Administration**					**$0**
A	Salaries*	$ 3,000.00	$8,000	$1,000.00		**$12,000**
C	Agency Indirect				$5,000	**$5,000**
						$0
3	**Facility Value**					**$0**
A	Facilities	$ 4,000.00		$5,400.00		**$9,400**
B	Operating		$2,100			**$2,100**
Totals		$ 61,802.28	$22,100	$56,200.00	$58,698	$198,800

$ 61,802.28

January 23, 2024

EXHIBIT C

REQUEST FOR PAYMENT AND PERFORMANCE REPORT FORM

CITY OF FLAGSTAFF

Arizona Department of Housing Homeless Shelter Services Funds

HOUSING ASSISTANCE

PAYMENT REQUEST

Business Name: _____

Pay Request Period: _____ **Request Number:** _____ **Amount Requested:** _____

EXPENDITURES

Description of Expenditures	Total Award	Previous Expenditures	Current Amount Requested	Remaining Balance
				$0.00

CERTIFICATION

I/we certify that this Request for Payment has been drawn in accordance with the terms and conditions of the Contract cited above.

Signature: _____ **Name & Title:** _____ **Date:** _____

Signature: _____ **Name & Title:** _____ **Date:** _____

FOR CITY USE ONLY

Vendor #: _____ Fiscal Year & Amount: _____

PO #: _____ Fiscal Year & Amount: _____

Project#: _____ Total Approved: _____

Management Services

_____

Stacey Brechler-Knaggs Date

Grants, Contracts, & Emergency Management Director

Community Development

_____

Kristine Pavlik Date

Housing & Grants Administrator

PAYMENT REQUEST

Business Name:

Pay Request Period: _____ **Request Number:** _____ **Amount Requested:** _____

EXPENDITURES

Line Item	Expense Description	Vendor	Date Paid	Check Number	Total	Reimbursement Request
					Total Request	$0.00

CITY OF FLAGSTAFF

AMERICAN RESCUE PLAN ACT (ARPA) REVENUE REPLACEMENT FUNDS

HOUSING ASSISTANCE

PERFORMANCE REPORT

BUSINESS NAME:

CONTACT NAME:

PHONE NUMBER:

EMAIL ADDRESS:

BRIEF PROJECT SUMMARY:

REPORTING PERIOD (MM/YY - MM/YY):

SUMMARY OF THIS PERIOD'S PROGRESS:

SUMMARY OF ACTIVITIES PLANNED FOR NEXT PERIOD:

CERTIFIED BY:

SIGNATURE

DATE

NAME AND TITLE

LIST OF ATTACHMENTS, IF APPLICABLE:
(ie. Additional reports, photos, etc)

Arizona Department of Housing

SFRF **ATTACHMENT B**

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient		Date	11/8/2023
Project		Month	FY24 Q1
Recipient Address		City	Flagstaff
Contact Person		Zip Code	
Phone	Email	County	Coconino

Indicate adherence to contract or schedule changes quarterly. Due by the 15th of month following the end of the quarter.

	Unduplicated			Duplicated			BED Nights	
Race	#	%	YTD #	#	%	YTD #	#	YTD #
11- White								
12- Black or African American								
13 - Asian								
14 – American Indian or Alaska Native								
15 – Native Hawaiian or Other Pacific Islander								
16 – Alaska Native and White								
17 – Asian and White								
18 –African American and White								
19- American Indian or Alaska Native and African American								
20 – Other Multi Racial								
Ethnicity								
Hispanic/Latino								
Non-Hispanic/Latino								
Not Specified								

Gender								
Male								
Female								
Transgender								
AMI								
0-30% AM								
31-50% AMI								
51-80% AMI								
81% + AMI								
Metrics								
BSHN Households Served								
HIRS Households served								
SCB Organizations served								
LEP/LAP								
Age Group								
18-29								
30-39								
40-49								
50-59								
60 Plus								
Unknown								
Totals	0		0	0		0	0	0

January 23, 2024

EXHIBIT D

AGENCY AUTHORIZATION TO EXECUTE CONTRACT

CITY OF FLAGSTAFF – GRANTS MANAGEMENT
AUTHORIZED SIGNATURE FORM - CORPORATION

AGENCY: _____
DUNS NO: _____
PROJECT: _____
GRANT NAME: _____

Whereas, _____(AGENCY), an Arizona corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of _____ (AGENCY) that _____(INDIVIDUAL) is authorized to execute on behalf of said corporation the following:

1. Contract/Agreement
2. Payment and Performance Bonds
3. Payrolls
4. Claims
5. Change Orders
6. All other papers necessary for the corporation's affairs and the execution of the Contract/Agreements

The powers and duties herein granted shall be and are hereby granted for the duration of the assurance for this project or until express notice of revocation has been duly given in writing, whichever is the lesser period.
Dated and passed by the Board of Directors this _____day of _____, 2024.

_____
_____
_____
_____

Signature of Person(s) Authorized to Sign

Name and Title of Person(s) Authorized to Sign

CERTIFICATE

I, _____ of _____(AGENCY), an Arizona corporation, do hereby certify the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said board held on _____, 2024, and the same is in full force and effect at this time.

Dated_____

_____
(Signature of Officer of Corporation)

(Corporate Seal)

STATE of Arizona)
) ss
COUNTY of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by

_____ of _____ (AGENCY), an Arizona corporation, on behalf of the corporation.

_____
Notary Public

January 23, 2024

EXHIBIT E

ADOH FUNDING AGREEMENT

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

SECTION 1. FUNDS PROVIDED 2

SECTION 2. OTHER FUNDS 4

SECTION 3. ACCEPTANCE OF FUNDS 4

SECTION 4. DURATION 4

SECTION 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW 4

SECTION 6. SCOPE OF WORK 6

SECTION 7. REPORTS 7

SECTION 8. SCHEDULE OF COMPLETION 9

SECTION 9. BUDGET 10

SECTION 10. AMENDMENTS AND MODIFICATIONS 11

SECTION 11. ENVIRONMENTAL REVIEW CONDITIONS 12

SECTION 12. APPLICATION AND OTHER PRE-AWARD COSTS 13

SECTION 13. COMPENSATION AND METHOD OF PAYMENT 13

SECTION 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME 14

SECTION 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS 15

SECTION 16. REVERSION OF ASSETS 16

SECTION 17. DEPARTMENT OF HOUSING RESPONSIBILITIES 17

SECTION 18. SUBCONTRACTING 18

SECTION 19. FAILURE TO MAKE PROGRESS 18

SECTION 20. TERMINATION FOR CAUSE 18

SECTION 21. TERMINATION FOR CONVENIENCE 19

SECTION 22. ENFORCEMENT 19

SECTION 23. CANCELLATION 20

SECTION 24. RECORDS RETENTION 20

SECTION 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS 21

SECTION 26. AVAILABILITY OF FUNDS 21

SECTION 27. APPLICABLE LAW AND ARBITRATION 21

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

SECTION 28. INDEMNIFICATION **21**

SECTION 29. FEDERAL GOVERNMENT LIABILITY **22**

SECTION 30. AUDIT **22**

SECTION 31. AUDIT EXCEPTIONS **22**

SECTION 32. UNALLOWABLE USE OF FUNDS **22**

SECTION 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS **22**

SECTION 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF **23**

SECTION 35. IDENTIFICATION OF DOCUMENTS **23**

SECTION 36. COPYRIGHT **23**

SECTION 37. RIGHTS IN DATA **23**

SECTION 38. FUNDING CONDITIONS **23**

SECTION 39. NON-DISCRIMINATION **24**

SECTION 40. THIRD PARTY ANTITRUST VIOLATIONS **24**

SECTION 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT **24**

SECTION 42. INSURANCE **25**

SECTION 43. PRIVACY CONSIDERATIONS **27**

SECTION 44. NOTICES **27**

SECTION 45. REGISTRATION WITH SOCIAL SERVE **28**

SECTION 46. ADOH SIGNAGE **28**

SECTION 47. PHOTOGRAPHS **28**

SECTION 48. STATE OF ARIZONA **28**

SECTION 49. A.R.S. § 35-393.01. ..... **28**

SECTION 50. A.R.S. § 1-501 RELATING TO FEDERAL PROGRAMS **29**

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

ATTACHMENTS

- ☒ **A** **Scope of Work**
- ☒ **B** **Performance Report/Schedule of Completion**
- ☒ **C** **Budget**
- ☒ **D** **Request for Payment Form**
- ☐ **E** **Special Conditions of the Agreement**
- ☐ **F** **Certification and Other Requirements Relating to Title I or Title II Assistance**
- ☐ **G** **Authorizing Resolution(s)**
- ☐ **H** **Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)**

AGREEMENT NO. **801-23**
TERMINATION DATE June 30, 2024

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
CITY OF FLAGTAFF
FOR
HOMELESS SHELTER AND SERVICES

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH"),** located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☐ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").

☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").

☐ A.R.S. § 41-3957 (State Housing Program Fund) ("**HPF**").

☒ S.B. 1720 Homeless Shelter and Services Fund ("**HSSF**").

☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").

☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").

☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("**NHTF**").

☐ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").

☐ Title IV Energy Conservation and Production Act (ECPA), as amended; and 42 U.S.C. Section 6861, *et. seq.* including WAP regulations contained in 10 CFR 440, DOE Financial Assistance Rules at 2 CFR 200 and the Bipartisan Infrastructure Law (Infrastructure Investment and Jobs Act), Public Law 117-58. (**"DOE WAP BIL"**).

☐ H.R 2471, the Consolidated Appropriations Act, 2022 establishing the Weatherization Readiness Fund (**"DOE WRF"**).

☐ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

☐ Southwest Gas Corporation, Weatherization Assistance Program ("**SWG WAP**").

☐ Arizona Public Service, Weatherization Assistance Program ("**APS WAP**").

☐ Salt River Project, Weatherization Assistance Program ("**SRP WAP**").

☐ Crisis Contingency and Safety Net Fund) ("**CCSNF**").

☐ State Fiscal Recovery Funds ("**SFRF**")

and

CITY OF FLAGSTAFF
(Entity)

An Arizona City ("Recipient") DUNS #088302625, located at

211 W. Aspen Ave
Street
Flagstaff, AZ 86001
City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $840,000.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☐ **CDBG**, CFDA # 14.228
Federal Fiscal Year _____
$_____

☐ **HOME**, CFDA # 14.239
Federal Fiscal Year _____
$_____

☐ **HTF**
State Fiscal Year _____
$_____

☐ **HPF**
State Fiscal Year _____
$_____

☒ **HSSF**
State Fiscal Year 2023
$840,000.00

☐ **HOPWA**, CFDA # 14.241
Federal Fiscal Year _____
$_____

☐ **COC**, CFDA # 14.267
Federal Fiscal Year _____
$_____

☐ **NHTF**, CFDA # 14.275
Federal Fiscal Year _____
$_____

☐ **DOE WAP,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **DOE WAP BIL,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **DOE WRF,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **LIHEAP WAP**, CFDA # 93.568
Federal Fiscal Year _____
$_____

☐ **SWG WAP**
State Fiscal Year _____
$_____

☐ **APS WAP**
State Fiscal Year _____
$_____

☐ **SRP WAP**
State Fiscal Year _____
$_____

☐ **CCSNF**
State Fiscal Year _____
$_____

☐ **SFRF**
State Fiscal Year _____
$_____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until JUNE 30, 2024 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the

provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G,** ***Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☐ **CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook;* and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handboo*k; and (6) the *State Housing Fund Program Summary and Application Guide*.

☐ **HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.

☐ **HPF** funds require adherence to the *Special Needs Housing Manual* as revised.

☒ **HSSF** funds require adherence to S.B. 1720 and the Notice of Funds Available issued for acceptance of applications for HSSF funding.

☐ **COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.

☐ **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual.*

☐ **NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) State of Arizona Qualified Allocation Plan; and *(5) National Housing Trust Fund Allocation Plan.*

☐ **DOE WAP, DOE WAP BIL and DOE WRF** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) *the*

Arizona Weatherization Policies and Procedures Handbook; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *DOE WPN 22-4 Quality Work Plan.*

☐ **LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (3) *Health and Safety Plan (HSD Plan);* (4) *the Arizona Weatherization Policies and Procedures Handbook;* (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **SWG WAP, APS WAP or SRP WAP** funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (2) *Health and Safety Plan (HSD Plan);* (3) *the Arizona Weatherization Policies and Procedures Handbook*; (4) *Arizona Weatherization Assistance Program Field Guide;* (5) *Standard Work Specifications*; and (6) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **CCSNF** funds require adherence to the terms and conditions of the Crisis Contingency and Safety Net Fund such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis: (1) salaries for additional staffing; (2) operational expenses; and (3) any additional costs specifically outlined in the Scope of Work described in Section 6 below.

☐ **SFRF** funds require adherence to the terms and conditions of the State Fiscal Recovery Funds such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis through costs specifically outlined in the Scope of Work described in Section 6 below.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;

(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes;
(e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
(f) The ownership entity changes; and
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

☐ **HOME, NHTF, HTF** funded rental development projects ("Rental Projects") or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).

☐ **HOME, HTF and CDBG** non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☒ **HSSF** funded assistance for persons who are homeless ("Homeless Shelter and Services Projects"). Recipient must submit a *Quarterly Performance Report* attached hereto as Attachment B. The Quarterly Progress Report follows the state fiscal year from July 1 through June 30 and must be submitted to ADOH on the 20th day of October, January, April and July and address activities of the preceding quarter (i.e. the October report covers the months of July through September).

☐ **HOPWA** funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.

☐ **COC** funded assistance for persons who are homeless ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.

☐ **DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, SWG WAP, APS WAP and SRP WAP** funded projects ("Weatherization Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

☐ **CCSNF** funded projects ("CCSNF Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of June, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the July report covers the month of June).

☐ **SFRF** funded projects ("SFRF Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th of each month and address activities of the preceding month (i.e. the April report covers the month of March).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **Rental Projects funded with HOME or HTF**. Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ **Homeless Projects funded with HTF, HPF, HSSF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH

will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Weatherization.** Projects funded with DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, SWG WAP APS WAP and/or SRP WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at approximately four (4) months with additional re-allocations made on an as needed basis.

☐ **CCSNF Projects**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **SFRF Projects**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☐ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☐ **HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

(a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

☒ **HSSF, CCSNF and SFRF Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs.

☐ **WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs. Administration, Technical Assistance and Health and Safety line items cannot be increased unless the overall award of funds increases.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

☐ **WEATHERIZATION (DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☐ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP, DOE WAP BIL, DOE WRF and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

☒ **HSSF.** At the discretion of ADOH, FY 2023 HSSF grantees may receive all or a portion of their awarded funds in advance.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by

applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds

from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work;* and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer

period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination

and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
(d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
(e) Recapture funds and terminate contract;
(f) Withhold future ADOH grant awards from all sources; or
(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient

from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

☐ **CDBG funded projects only**: All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

☐ **WEATHERIZATION projects only**: All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds or HSSF funds per S.B. 1720, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds, HTF and HSSF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME, CDBG, HOPWA, COC, NHTF, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, CCSNF and SFRF programs, the availability of state funds provided for the state HTF, HPF and HSSF Programs and the availability of private funds provided for the SWG WAP, APS WAP and SRP WAP programs. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability

Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any

corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, CCSNF, SFRF) or state (HTF, HPF, HSSF) funds or private funds (APS, SRP, SWG) used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section

A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

(b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.

(c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable

with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability

insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall

be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

CITY OF FLAGSTAFF
Entity
GREG CLIFTON
Attention (if applicable)
211 W. ASPEN AVE
Mailing Address
Flagstaff, AZ 86001
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with *socialserve.com* and keep the project listed with *socialserve.com* for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of $100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a

boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOUSING	**CITY OF FLAGSTAFF RECIPIENT**
BY: _____	BY: _____ Digitally signed by Greg Clifton Date: 2023.06.23 15:46:18 -07'00'
Joan Serviss *or* Ruby Dhillon-Williams *or* Keon Montgomery	Greg Clifton
TITLE: Director	TITLE: City Manager
DATE: 06/27/23	DATE: 6/23/2023

ATTEST:

Digitally signed by Stacy Saltzburg
Date: 2023.06.23 10:30:36 -07'00'

CITY CLERK

APPROVED AS TO FORM:

Christina Rubalcava for

Digitally signed by Christina Rubalcava for
Date: 2023.06.22 13:11:39 -07'00'

CITY ATTORNEY

ATTACHMENT A
SCOPE OF WORK

The homeless services award will be comprised of Homeless Shelter and Services Funds (HSSF) and will allow the City of Flagstaff **(recipient)** to provide supportive services, overnight shelter, and move-in assistance to approximately 600 unsheltered persons experiencing homelessness.

This contract award is contingent upon:

A. Serving unsheltered persons experiencing homelessness as follows:

1. Assist approximately 600 unsheltered persons experiencing homelessness with supportive services, overnight shelter, and move-in assistance. Overnight shelter will include hotel/motel bed nights as emergency shelter for victims of crime who are unhoused due to their victimization, and temporary emergency shelter and transportation to people impacted by the closure of the "sober living" / residential facilities as part of Rainbow Bridge.

    i. A minimum of 20 homeless households will receive move-in assistance to cover security deposits and application fees for quick housing occupancy.
    ii. A minimum of 200 individuals will receive motel/hotel vouchers.

2. Partner with local homeless and housing service providers to facilitate transitional housing and move-in assistance for households experiencing homelessness.

B. Recipient shall begin project implementation no later than July 31, 2023.

C. Perform all allowable activities within the period of performance from July 1, 2023 through June 30, 2024.

D. Submit **quarterly** reports of the activities completed during the quarterly performance period and the data pertaining to unsheltered persons served on the Attachment B Performance Report Form (attached hereto).

Project Funds
The State has reserved $840,000.00 from Homeless Shelter and Services Fund dollars for project funding per the budget expenditures identified in the Recipient's program proposal.

Arizona Department of Housing

HSSF **ATTACHMENT B**

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	City of Flagstaff	Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024	Revision	
Activity	Homeless Shelter Services - Vouchers and Case management	Month	
Recipient Address	211 W. Aspen Ave	City	Flagstaff
Contact Person	Kristine Pavlik	Zip Code	86001
Phone	928-213-2749 Email kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist	Email		

Indicate adherence to contract or schedule changes Quarterly. Due by the 20th of the month following the Quarter end. See Below.

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Execute ADOH Contract	6/30/2023		
Program Start Date	7/1/2023		
Submission of 1st Quarter Report	10/20/2023		
Submission of 2nd Quarter Report	1/20/2024		
Submission of 3rd Quarter Report	4/20/2024		
Submission of Final Quarter Report	7/20/2024		
Project Complete - Contract Expires	6/30/2024		
Project Final Request for Reimbursement and Close Out Reports Due	8/30/2024		

Please provide: 1. a brief description of activities performed this period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. 2. The date of submission of your last Request for Payment (RFP) 3. All Data on Data Ta
RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.

Last RFP submitted on:

Recipient Authorized Signature Date	Title

Arizona Department of Housing

SFRF ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	City of Flagstaff	Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024		
Activity	Homeless Shelter Services - Vouchers and Case management	Month	
Recipient Address	211 W. Aspen Ave	City	Flagstaff
Contact Person	Kristine Pavlik	Zip Code	86001
Phone	928-213-2749 Email kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist	Email		

Indicate adherence to contract or schedule changes quarterly. Due by the 15th of month following the end of the quarter.

	Unduplicated			Duplicated			BED Nights	
Race	#	%	YTD #	#	%	YTD #	#	YTD #
11- White								
12- Black or African American								
13 - Asian								
14 – American Indian or Alaska Native								
15 – Native Hawaiian or Other Pacific Islander								
16 – Alaska Native and White								
17 – Asian and White								
18 –African American and White								
19- American Indian or Alaska Native and African American								
20 – Other Multi Racial								
Ethnicity								
Hispanic/Latino								
Non-Hispanic/Latino								
Not Specified								

Gender								
Male								
Female								
Transgender								
AMI								
0-30% AM								
31-50% AMI								
51-80% AMI								
81% + AMI								
Metrics								
BSHN Households Served								
HIRS Households served								
SCB Organizations served								
Age Group								
18-29								
30-39								
40-49								
50-59								
60 Plus								
Unknown								
Totals	0		0	0		0	0	0

Arizona Department of Housing

HSSF **Attachment C**

Budget

Recipient	City of Flagstaff			Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024			Revision No.	
Activity	Homeless Shelter Services - Vouchers and Case management				
Recipient Address	211 W. Aspen Ave			City	Flagstaff
Contact Person	Kristine Pavlik			Zip Code	86001
Phone	928-213-2749	Email	kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist		Email			

For specific allowable expenditures please refer to the Budget submitted with the Recipients FY2023 NOFA Response Proposal attached hereto.

a	c	d	e	f	g	h
Budget Line Item or Activity No.	HSSF FY2023	HSSF FY2023	Source Program Year	Source Program Year	Source Program Year	TOTAL
Activity 1 - Administration	$ 140,000.00					
Activity 2 - Project Specific		$ 700,000.00				
Total	$ 140,000.00	$ 700,000.00				$ 840,000.00

Arizona Department of Housing

HSSF **Attachment D**

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	City of Flagstaff			Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024			Pay Req. No	
Activity	Homeless Shelter Services - Vouchers and Case management			Direct Wire Dep	Yes No
Recipient Address	211 W. Aspen Ave.			City	Flagstaff
Contact Person	Kristine Pavlik			ZIP	86001
Phone	928-213-2749	Email	kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist		Email			

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	HSSF FY2023	HSSF FY2023	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Act. 1 Administration	N/A	$140,000.00			$ 140,000.00		$ 140,000.00
Act. 2 Project Specific	N/A		$700,000.00		$ 700,000.00		$ 700,000.00
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
Total		$140,000.00	$700,000.00	$ -	$ 840,000.00	$ -	$ 840,000.00

Recipient Authorized Signature Date Title

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports		Current ☐	Not Current ☐	For ADOH Use Only		
ADOH Program Specialist Approval		Date			ADOH Program Administrator Approval	Date

Arizona Department of Housing

F-4

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

Recipient	City of Flagstaff	Date	
Contract No	801-23	Pay Req. No	

Budget Line Item or Activity No	Description of Expense (List in according to funding source)	Paid (or Payable) to	Date Paid	Check # Invoice PO	Invoice Amount Charged to CDBG	Balance paid by other source	Name of other source
Totals							

January 23, 2024

THE CONTRACT BETWEEN THE CITY OF FLAGSTAFF
AND
FLAGSTAFF SHELTER SERVICES
FOR
SUBRECIPEINT AGREEMENT FOR ARIZONA DEPARTMENT OF HOUSING ("ADOH")
HOMELESS SHELTER AND SERVICES FUND GRANT FUNDING

THIS CONTRACT (the "Contract") is made and entered into by and between the City of Flagstaff , a municipal corporation (the "City") and Flagstaff Shelter Services, a non-profit agency whose principal address is 4185 E. Huntington Drive, Flagstaff, AZ 86002 (the "Agency").

RECITALS

A. The City has received certain funds from the Arizona Department of Housing ("ADOH Grant").

B. The City is authorized to utilize the ADOH Grant in accordance with the information provided by the Funding Agreement with the Arizona Department of Housing (the "ADOH Funding Agreement").

C. The Agency is a nonprofit community service organization and has agreed to provide eligible services pursuant to the ADOH Funding Agreement as set forth in Exhibit A, Scope of Work ("the Project").

E. The City desires to use the ADOH Grant to fund the Project and subject to the following terms and conditions the City desires to contract with the Agency to implement the Project.

GENERAL CONDITION OF THE CONTRACT

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. AMOUNT AND NATURE OF ASSISTANCE BY CITY

(a) Grant Amount

Subject to all of the terms, covenants, and conditions of this Contract, the City will provide the Agency with funds received from the **ADOH Grant** to finance the Project in an amount not to exceed **Three Hundred Thirty Thousand Three Hundred Thirty-Seven Dollars and 5/100 ($330,337.05)**. Agency shall not use the funds received from the City in any other manner except as provided herein. Wrongful expenditure of funds will constitute a breach of this Contract and the City shall have the right to terminate this Contract under the terms and conditions hereinafter recited.

(b) Payments

Payment by the City to the Agency shall be made on a reimbursement basis for all costs incurred. Reimbursement will be paid once per month in dollar amounts approved by the City for work completed. To request a reimbursement, Agency shall submit the Request for Payment forms which are attached hereto as **Exhibit "C"** and incorporated herein by this reference. All payment requests must be submitted by line item in conformance with the Budget attached hereto as **Exhibit "B"** and incorporated herein by this reference. All claims against this Contract shall be made only for expenses incurred within the contract time period defined in **Section 4.(b).** Final payment invoices must be received no later than sixty days after completion of the scope of work or contract time period. No payments shall be made after that date.

(c) Changes in Budget

No changes in budget will be permitted. Agency is solely responsible for any cost overages.

d) Indirect Costs

If indirect costs are charged, the Agency will develop an indirect cost allocation plan for determining the appropriate Agency's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

2. AGENCY'S SCOPE OF SERVICES

(a) Scope of Work

The Agency agrees to complete the Project as described in the Scope of Work, attached hereto as **Exhibit "A"** and incorporated herein by this reference.

(b) Changes in Scope of Work

No change(s) shall be made to the Scope of Work except by written contract amendment.

3. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Close-Out Report**,** and submission of all required documentation, the City shall furnish Agency with certification that all contractual obligations have been met. The City shall not unreasonably withhold such certification.

4. CONTRACT REQUIREMENTS

(a) Contract Administration

The Agency has obtained official authorization from its governing body in the form of a resolution, motion, or similar action authorizing the person identified in **Section 34** to administer this Contract and perform the required duties for the administration of this Contract. Such authorization is attached hereto as **Exhibit "E"** and incorporated herein by this reference.

(b) Contract Term and Extension

This Contract governs work done of the project between July 1, 2023 and June 30, 2024. No payments will be made to the Agency for cost incurred after the contract time period unless a written amendment to this Contract extending the time for performance has been executed by the parties.

(c) Incorporation of all provisions of ADOH Funding Agreement

Agency shall observe and follow all provisions of the ADOH Funding Agreement, hereby incorporated by reference into this Contract, and attached as **Exhibit F**, and shall require all subcontractors to do the same.

5. ADMINISTRATIVE REQUIREMENTS

(a) Accounting

The Agency shall comply with the requirements and standards of OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" and with OMB Circular A-110. The Agency's financial management system shall include at a minimum accurate, current, and complete disclosures of the grant program; records which adequately identify the source and application of funds provided for financially assisted activities; effective control over and accountability for grant cash, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation.

(b) Procurement

The Agency shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations,* Procurement Standards. Agency outreach and documentation shall be governed by the price limits set forth in the City of Flagstaff procurement standards, not withstanding OMB Circular A-110.

All procurement undertakings must make an effort to utilize Minority and Women owned Business Enterprises. The Agency shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with the grant funds.

(c) Internal Controls

The Agency will operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. Agency financial policies and lines of authority shall be reviewed during monitoring visits defined in **Section 5.d.**

(d) Monitoring

The Agency agrees to cooperate and provide all information necessary for the City to monitor the Agency periodically to ensure compliance with this contract, compliance with federal regulations and laws, fiscal responsibility, adequate performance, and any other item of concern relating to the use of funds and the provisions defined in this contract. The monitoring will take the form of at least one site visit of Agency's place of business and/or construction site and other various requests for information.

(e) Documentation and Record-Keeping

Pursuant to Arizona Revised Statues (A.R.S.) §35-214, Agency shall retain and require that its subcontractors retain for inspection and audit by the City and/or ADOH all books, accounts, reports, files including information regarding actual beneficiaries of the funds, and other records relating to the bidding and performance of this Contract for a period of five (5) years following the date on which the City provides notice that this Contract has been fully closed out through a certificate of completion or that this Contract has been terminated.

Upon request by ADOH and/or the City, Agency shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General or Flagstaff City Hall, as set forth in the request. The original records shall be available and produced for inspection and audit when required by ADOH, the Auditor General, or the City.

Agency shall maintain records that adequately identify the source and application of the funds provided under this Contract (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Agency will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Agency holding any liens or notes as a result of this funding, Agency must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

(f) Monthly Reports to City

The Agency shall prepare and submit to the City on a monthly basis the Performance Report attached hereto as **Exhibit "E"** and incorporated by this reference for the duration of this contract. The Agency agrees to submit other reports and records as may be required by the City from time to time, which are related to the implementation of the Project, adherence to the contract, and adherence to federal, state, and local laws and regulations.

(g) Reports to City

The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment,

unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

The Agency agrees to submit such reports as the City may require, including litigation reports, financial management reports required by Federal Management Circular 74-7, equal opportunity reports as may be necessary pursuant to the rules and regulations under Title VI, Civil Rights Act of 1964; Title VIII, Civil Rights Act of 1968; Executive Order 11246, as amended, and Executive Order 11053, or any reports as may be further required.

(h) Close-Out Report

The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. The City will send the Agency written notification that a Close-Out Report is due when one of the following contractual obligations have been met: 1) the funds stated in **Section 1.a.** have been expended and the Scope of Work has been completed; 2) the contract period stated in **Section 4.b.** has expired; or 3) the Scope of Work has been completed. The Agency shall submit the Close-Out Report attached in that letter within sixty (60) days of receiving this notification.

(i) Financial Audit

The Agency shall submit a financial audit and Management Letter to the City within 30 days after receipt of the auditor's report or 9 months after the end of the audit period during which federal funds were expended. The audit shall be in conformance with the audit requirements of OMB Circular A-133.

6. FUNDS RECOUPED BY AGENCY

The Agency shall follow all rules, requirements, and procedures related to recoupment of funds, interest, and program income set forth by ADOH in Section 14 the ADOH Funding Agreement.

7. DE-OBLIGATION, RECAPTURE, AND REPAYMENT OF FUNDS

The Agency shall follow all rules, requirements, and procedures related to the de-obligation, recapture, and repayment of funds set forth by ADOH in Section 15 the ADOH Funding Agreement.

8. POLITICAL ACTIVITIES

The Agency shall not use Grant funds to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9. DRUG-FREE WORKPLACE ACT OF 1988

The Agency certifies that it will maintain a drug-free workplace.

10. REVERSION OF ASSETS

The Agency shall transfer to the City, upon expiration of the Contract, all unexpended funds advanced to the Agency and all assets purchased with funds including equipment, furniture, unused materials, and any accounts receivable attributable to the use of funds not approved for reuse**.** The Agency shall further follow all rules, requirements, and procedures related to reversion of assets set forth by ADOH in Section 16 the ADOH Funding Agreement.

11. ACKNOWLEDGEMENT

Agency shall acknowledge during the term of the contract the contribution of the City of Flagstaff and ADOH toward the Project in all instances where the contributions to the Project are recognized or listed. All materials used for public outreach and for informational purposes as part of this Project shall identify the source of the state funds (HSSF) as well as an acknowledgement of support from ADOH and the City.

12. PROJECT IMPLEMENTATION

Agency shall have responsibility for day-to-day management and implementation of the Project.

13. COPYRIGHT AND RIGHTS IN DATA

Reports, maps, or other documents produced in whole or in part under this Contract are works for hire and shall not be the subject of any application for copyright by or on behalf of Agency, or by any employee or subcontractor of Agency. Agency shall advise the City at the time of delivery of any copyrighted or copyrightable material under this Contract, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

The City and ADOH may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Contract.

14. INSURANCE

Agency shall purchase and maintain in full force the following insurance during the contract period. Agency shall provide to the City evidence of the required insurance coverage. All certifications of insurance must provide for thirty (30) days' notice to the City of cancellation, non-renewal, or material change.

The Agency and its Subconsultants, at Agency's and Subconsultants own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed,

possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Agency's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Agency shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect the City.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Agency's acts, errors, mistakes, omissions, work, or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Agency shall be solely responsible for the deductible and/or self-insured retention, and the City, at its option, may require the Agency to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Agency of any deficiencies in such policies and endorsements, and such receipt shall not relieve Agency from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Agency's obligations under this Contract.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Contract shall name the City, its agents, representatives, officers, directors, officials, and employees as additional insureds.

(a) Required Coverage

i. Commercial General Liability

Agency shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Agency's operations and products and completed operations.

(b) Automobile Liability

Agency shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Agency's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Agency's work. Coverage will be at least as broad as coverage code 1, "any auto" (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

(c) Worker's Compensation

The Agency shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Agency's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Agency will require the Subconsultant to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Agency.

(d) Certificates of Insurance

Prior to commencing work or services under this Contract, Agency shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Agency's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Agency's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

(e) Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty-(30) days' written notice to the City.

15. INDEPENDENT AGENCY STATUS

Agency is an independent entity in the performance of all activities and functions pursuant to this Contract. Agency and City are not and shall not be considered as joint venturers, partners, or agents of each other and neither shall have the power to bind or obligate the other. Agency's officers, employees, agents, and subcontractors shall not be considered as officers, employees, agents, or subcontractors of the City. Agency hereby agrees not to represent to anyone that Agency is an agent of the City or has any authority to act on behalf of the City. Agency shall be responsible for all employment compensation claims for Workman's Compensation benefits, or other claims by employees arising as a result of activities funded in whole or in part from the proceeds of this Contract, and the Agency shall hold the City harmless for any and all such claims.

16. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

Agency 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 Agency, 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, Agency 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 Agency, 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.

17. NONDISCRIMINATION

(a) Nondiscrimination

Agency shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Agency from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability, or political affiliation and require Agency to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Agency shall comply with all of the other requirements of Executive Order 2009-09. Agency shall further comply with all local ordinances prohibiting discrimination 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, and/or familial status. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the Flagstaff City Code, Chapter 14-02, Civil Rights, which also prohibits discrimination based on sexual orientation or gender identity or expression.

Agency agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Agency

shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Agency shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Agency agrees to comply, and will require any subcontractor(s) to comply, with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations-Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations - Equal Treatment for Faith-Based Organizations).

(b) Incorporation of Nondiscrimination Clause in Agency Activities

The Agency further agrees that this clause will be incorporated in all construction, supplier, or job consultant contracts entered into in connection with this Contract.

18. COMPLIANCE WITH LAWS

(a) Local Laws

The Agency shall give all notices and comply with all laws, ordinances, rules, building codes, regulations, and lawful orders of any public authority bearing on the performance of activities pursuant to this Contract. If the Agency observes that any of the Contract documents are in conflict with any laws, statutes, building codes, and/or regulations, it shall promptly notify the City, in writing, and any necessary changes shall be accomplished by appropriate written modification.

(b) Immigration

The Agency, and its contractors, shall abide by all regulations pursuant to the Immigration and Naturalization Reform Act of 1986.

Agency warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”)

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Agency may be subject to penalties up to and including termination of this Contract.

ADOH and the City retain the legal right to inspect the papers of any employee who works on this Contract to ensure that Agency or Agency's subcontractor is complying with the warranty in this section.

(c) Liability

Should the Agency perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes, and/or regulations, and not give proper notice to the City, it shall assume full responsibility therefore and shall bear all cost incurred due to its negligence.

19. THIRD PARTY ANTITRUST VIOLATIONS

Agency assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Agency toward fulfillment of this Contract.

20. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Agency agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

21. 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.

22. ADOH SIGNAGE

For new construction and rehabilitation projects, Agency must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Agency incorporates ADOH information into a larger group sign.

23. PHOTOGRAPHS

For new construction and rehabilitation projects, Agency is required to provide to ADOH before and after photographs of the project in digital or film format.

24. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01

If the Agency engages in for-profit activity and has ten (10) or more employees, and if this

Contract has a value of $100,000 or more, then the Agency certifies it is not currently engaged in, and agrees for the durations of this Contract, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

25. NO WAIVER

Both Parties have the right to 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.

26. ASSIGNMENT

Agency 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 Agency (Assignor) from any of its obligations and liabilities under the Contract with respect to the City.

27. DISPUTES

If a dispute arises out of or relates to this Contract, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation, or some other dispute resolution procedure. Mediation shall be self-administered and conducted under the procedures in use by the Alternative Dispute Resolution Program of the Coconino County Superior Court, unless other procedures are agreed upon by the parties. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This Contract does not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure. Any dispute not disposed of by mutual agreement by the parties shall be decided in accordance with the applicable Arizona laws, ordinances, and codes of the state and local government.

28. AVAILABILITY OF FUNDS

It is expressly understood by the parties hereto that this Contract has been negotiated and executed in anticipation of receipt of funds by the City from the ADOH Grant and that therefore the terms, conditions, and sums payable under this Contract are subject to any changes, limitations, or cancellation which may be required by the terms of said grant agreement. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City or ADOH in the event this provision is exercise and neither the City nor ADOH shall be obligated or liable for any future payments or for any damages as a result of termination under this section.

29. GOVERNING LAW AND FORUM

The Contract shall be construed in accordance with the laws of Arizona. In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

30. CONTINUING LIABILITY

Agency shall have continuing liability after the term of this Contract for any breach of this Contract, including failure to perform in accordance with required federal law and rules and regulations promulgated thereunder until after all complaints, investigations, and sanctions, including those arising out of audits performed by the City, ADOH, or other authorized agencies are resolved. Agency shall be liable for any sanctions or requirements imposed at any time upon the City arising out of Agency's activities performed pursuant to this Contract.

31. TERMINATION

(a) Cancellation for Conflicts of Interest

All parties hereto acknowledge that this Contract is subject to cancellation by the City of Flagstaff pursuant to the provisions of the Section 38-511, Arizona Revised Statutes.

(b) Termination for Cause

The City may suspend or terminate this Contract if Agency violates any term or condition of this Contract of if Agency fails to maintain a good faith effort to carry out the purpose of this Contract by providing written notice to the Agency. Costs incurred by Agency resulting from obligations incurred during a suspension or after termination are not allowable unless the City expressly authorizes them in the notice of suspension or cancellation. If the City terminates this Contract for cause, the Agency must repay to the City all funds provided to the Agency under this Contract.

(c) Termination for Convenience

City or Agency may terminate this Contract for convenience if either party believes that continuation will not produce beneficial results. The terminating party must notify the other party in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Agency terminates for convenience, it must repay all funds provided by the City under this Contract.

32. ROLES AND RESPONSIBILITIES

(a) Agency Representative

The Agency is responsible to ensure the Agency Representative listed in **Section 34(a)** executes the activities and obligations enumerated in this Contract.

The City will contact the Agency Representative when communicating with the Agency. The City shall be notified, in writing, of changes of personnel filling this position. The Agency Representative may utilize the professional services of other advisors as his/her agent. Said agent shall be responsible to the Agency Representative.

(b) City Representative

The City is responsible to ensure the City Representative listed in **Section 34 (b)** executes the activities and obligations enumerated in this Contract.

The Agency will contact the City Representative when communicating with the Agency. The Agency will be notified, in writing, of changes of personnel filling this position. The City Representative may utilize the professional services of other advisors as his/her agent. Said agent shall be responsible to the City Representative.

33. NOTICES, DEMANDS, AND COMMUNICATIONS BETWEEN THE PARTIES

Formal notices, demands, and communications between the City and Agency shall be deemed sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, and deemed received 48 hours later, to the principal offices of the City and the Agency addressed to each party as follows:

a) Agency:
Flagstaff Shelter Services
Ross Shaefer, Executive Director
PO Box 1808
Flagstaff, Arizona 86002
928-225-2533 ext. 303 (Phone)
ross@flagshelter.org (Email)

(b) City:
City of Flagstaff
Housing & Grants Administrator
Flagstaff Housing Section
211 West Aspen Avenue
Flagstaff, Arizona 86001
928-213-2749 (Phone)
kristine.pavlik@flagstaffaz.gov (Email)

Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section.

34. LIST OF CONTRACT DOCUMENTS

This Contract consists of the following documents:

(a) The terms of the Contract
(b) Scope of Work – **Exhibit A**
(c) Budget – **Exhibit B**
(d) Request for Payment and Performance Report Form – **Exhibit C**
(e) Agency Authorization to Execute Contract – **Exhibit D**
(f) ADOH Funding Agreement – **Exhibit E**

[Signature page follows]

IN WITNESS WHEREOF, all parties concerned acknowledge that they have read, understand, approve, and accept all of the provisions of this Contract and the attachments thereto.

DATED this ____ day of _____, 2024.

City of Flagstaff

Greg Clifton, City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

Flagstaff Shelter Services

Ross Shaefer, Executive Director

Attest:

Corporate Secretary

EXHIBIT A

SCOPE OF WORK

1. PROGRAM ELIGIBILITY CRITERIA

The Flagstaff Shelter Services ("Agency") Emergency Shelter Program ("Project") will allow the Agency to provide emergency congregate and non-congregate shelter to 2,400 unique unsheltered individuals experiencing homelessness.

1.1 Eligibility for the Project administered by the Agency requires that the client:

1.1.1 Be presently experiencing homelessness, as defined by HUD.

1.2 Agency shall document and retain all client records with regards to Project eligibility.

2. SCOPE OF WORK

The Agency will provide services as set forth in detail in its October 10, 2023, proposal submitted in response to the City of Flagstaff Homeless Shelter and Services Funds (HSSF) Notice of Funding Availability, hereby incorporated by reference, and as described herein.

The Agency will utilize HSS Fund dollars to support the salaries and wages of program staff and for general shelter operations including but not limited to program supplies and utilities.

2.1 The Agency agrees to serve two thousand four hundred (2400) unsheltered individuals experiencing homelessness.

2.2 Agency will provide the necessary personnel, equipment, office space, meeting space, supplies, and services to conduct the services as described herein.

2.3 Agency's responsibilities include:

2.3.1 Hiring and training staff involved in the program operations.
2.3.2 Providing the services as described herein.

3. PROJECT ADMINISTRATION

The Agency will provide all of the necessary services to carry out the daily tasks of ensuring that the project progresses satisfactorily and that all of the administrative functions associated with the project are properly executed in accordance with the contract and the requirement of the Federal ARPA CLFRF program.

3.1 Agency responsibilities include:

3.1.1 Maintain project files detailing expenses, procurement, project information, and correspondence, in addition to any other necessary information.

3.1.2 Submit applicable grant reports to the Housing Section.

3.1.3 Maintain client files detailing income eligibility and back up documentation, ethnicity, age, and special needs, in addition to any other necessary information.

3.1.4 Maintain project accounting records, including documentation of expenditures and receipts.

3.1.5 Manage personnel.

3.1.6 Complete audits and other submissions.

3.1.7 Ensure a cost-effective, timely and efficient delivery of services.

3.1.8 Ensure that an open process is conducted in all outreach activities and equal opportunity is provided to all persons regardless of race, color, sex, sexual orientation, religion, handicap, familial status, or national origin.

January 23, 2024

EXHIBIT B

BUDGET

Project Budget	
City of Flagstaff	**Homeless Shelter and Services**
	July 1, 2023 - June 30, 2024
Project Description:	Congregate & Non-congregate Emergency Shelter
Implementing Agency:	Flagstaff Shelter Services
CoF Project Number:	N/A
Persons Served:	2,400
Date Submitted:	10/9/2023

Item/Activity Identifier	Item/Activity Desription						
		City of Flagstaff Housing Section	Federal/State/ Local Funding	United Way, Foundation & Corporate Funding	Agency Financing	In-Kind Donations	TOTALS
1	**Program Related Expenses**						
A	Personnel: Program Staff Salaries/Wages	$ 330,337	$ 602,923	$ 1,270,000	$ 452,799		**$ 2,830,008**
B	Fringe Benefits		$ 7,491	$ 35,000	$ 86,451		**$ 128,942**
C	Kitchen Supplies & Food for Shelter Guests			$ 4,800		$ 150,000	**$ 154,800**
D	Shelter Operation Expenses		$ 190,686	$ 103,414			**$ 294,100**
E	Client Transportation			$ 8,700			**$ 8,700**
F	Client Hygiene Items & Supplies			$ 12,600			**$ 12,600**
G	Office Supplies			$ 9,000			**$ 9,000**
H	Shelter Supplies			$ 12,000			**$ 12,000**
2	**Administration**						
A	Federal de Minimus (10% of Program Related		$ 17,375		$ 321,870		**$ 339,245**
3	**Facility Value**						
A	Huntington: Congregate Shelter				$ 982,646		**$ 982,646**
B	The Crown: Non-Congregate Shelter				$ 6,190,000		**$ 6,190,000**
C	The Lantern: Non-Congregate Shelter				$ 8,950,000		**$ 8,950,000**
Totals		$330,337	$818,475	$1,455,514	$16,983,766	$150,000	**$19,912,041**

Narrative: See attachment B

Expected spenddown:	July-Dec Backbilling (submit immediately)	$300,000.00
	January (submit in February)	$30,337.00

January 23, 2024

EXHIBIT C

REQUEST FOR PAYMENT AND PERFORMANCE REPORT FORM

CITY OF FLAGSTAFF

Arizona Department of Housing Homeless Shelter Services Funds

HOUSING ASSISTANCE

PAYMENT REQUEST

Business Name: _____

Pay Request Period: _____ **Request Number:** _____ **Amount Requested:** _____

EXPENDITURES

Description of Expenditures	Total Award	Previous Expenditures	Current Amount Requested	Remaining Balance
				$0.00

CERTIFICATION

I/we certify that this Request for Payment has been drawn in accordance with the terms and conditions of the Contract cited above.

Signature: _____ **Name & Title:** _____ **Date:** _____

Signature: _____ **Name & Title:** _____ **Date:** _____

FOR CITY USE ONLY

Vendor #: _____ Fiscal Year & Amount: _____

PO #: _____ Fiscal Year & Amount: _____

Project#: _____ Total Approved: _____

Management Services

_____

Stacey Brechler-Knaggs Date

Grants, Contracts, & Emergency Management Director

Community Development

_____

Kristine Pavlik Date

Housing & Grants Administrator

PAYMENT REQUEST

Business Name:

Pay Request Period: _____ **Request Number:** _____ **Amount Requested:** _____

EXPENDITURES

Line Item	Expense Description	Vendor	Date Paid	Check Number	Total	Reimbursement Request
					Total Request	$0.00

CITY OF FLAGSTAFF

AMERICAN RESCUE PLAN ACT (ARPA) REVENUE REPLACEMENT FUNDS

HOUSING ASSISTANCE

PERFORMANCE REPORT

BUSINESS NAME:

CONTACT NAME:

PHONE NUMBER:

EMAIL ADDRESS:

BRIEF PROJECT SUMMARY:

REPORTING PERIOD (MM/YY - MM/YY):

SUMMARY OF THIS PERIOD'S PROGRESS:

SUMMARY OF ACTIVITIES PLANNED FOR NEXT PERIOD:

CERTIFIED BY:

SIGNATURE

DATE

NAME AND TITLE

LIST OF ATTACHMENTS, IF APPLICABLE:
(ie. Additional reports, photos, etc)

Arizona Department of Housing

SFRF **ATTACHMENT B**

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient		Date	11/8/2023
Project		Month	FY24 Q1
Recipient Address		City	Flagstaff
Contact Person		Zip Code	
Phone	Email	County	Coconino

Indicate adherence to contract or schedule changes quarterly. Due by the 15th of month following the end of the quarter.

	Unduplicated			Duplicated			BED Nights	
Race	#	%	YTD #	#	%	YTD #	#	YTD #
11- White								
12- Black or African American								
13 - Asian								
14 – American Indian or Alaska Native								
15 – Native Hawaiian or Other Pacific Islander								
16 – Alaska Native and White								
17 – Asian and White								
18 –African American and White								
19- American Indian or Alaska Native and African American								
20 – Other Multi Racial								
Ethnicity								
Hispanic/Latino								
Non-Hispanic/Latino								
Not Specified								

Gender								
Male								
Female								
Transgender								
AMI								
0-30% AM								
31-50% AMI								
51-80% AMI								
81% + AMI								
Metrics								
BSHN Households Served								
HIRS Households served								
SCB Organizations served								
LEP/LAP								
Age Group								
18-29								
30-39								
40-49								
50-59								
60 Plus								
Unknown								
Totals	0		0	0		0	0	0

January 23, 2024

EXHIBIT D

AGENCY AUTHORIZATION TO EXECUTE CONTRACT

CITY OF FLAGSTAFF – GRANTS MANAGEMENT
AUTHORIZED SIGNATURE FORM - CORPORATION

AGENCY: _____
DUNS NO: _____
PROJECT: _____
GRANT NAME: _____

Whereas, _____(AGENCY), an Arizona corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of _____ (AGENCY) that _____(INDIVIDUAL) is authorized to execute on behalf of said corporation the following:

1. Contract/Agreement
2. Payment and Performance Bonds
3. Payrolls
4. Claims
5. Change Orders
6. All other papers necessary for the corporation's affairs and the execution of the Contract/Agreements

The powers and duties herein granted shall be and are hereby granted for the duration of the assurance for this project or until express notice of revocation has been duly given in writing, whichever is the lesser period.
Dated and passed by the Board of Directors this _____day of _____, 2024.

_____
_____
_____
_____

Signature of Person(s) Authorized to Sign

Name and Title of Person(s) Authorized to Sign

CERTIFICATE

I, _____ of _____(AGENCY), an Arizona corporation, do hereby certify the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said board held on _____, 2024, and the same is in full force and effect at this time.

Dated_____

_____
(Signature of Officer of Corporation)

(Corporate Seal)

STATE of Arizona)
) ss
COUNTY of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by

_____ of _____ (AGENCY), an Arizona corporation, on behalf of the corporation.

_____
Notary Public

January 23, 2024

EXHIBIT E

ADOH FUNDING AGREEMENT

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

SECTION 1. FUNDS PROVIDED 2

SECTION 2. OTHER FUNDS 4

SECTION 3. ACCEPTANCE OF FUNDS 4

SECTION 4. DURATION 4

SECTION 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW 4

SECTION 6. SCOPE OF WORK 6

SECTION 7. REPORTS 7

SECTION 8. SCHEDULE OF COMPLETION 9

SECTION 9. BUDGET 10

SECTION 10. AMENDMENTS AND MODIFICATIONS 11

SECTION 11. ENVIRONMENTAL REVIEW CONDITIONS 12

SECTION 12. APPLICATION AND OTHER PRE-AWARD COSTS 13

SECTION 13. COMPENSATION AND METHOD OF PAYMENT 13

SECTION 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME 14

SECTION 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS 15

SECTION 16. REVERSION OF ASSETS 16

SECTION 17. DEPARTMENT OF HOUSING RESPONSIBILITIES 17

SECTION 18. SUBCONTRACTING 18

SECTION 19. FAILURE TO MAKE PROGRESS 18

SECTION 20. TERMINATION FOR CAUSE 18

SECTION 21. TERMINATION FOR CONVENIENCE 19

SECTION 22. ENFORCEMENT 19

SECTION 23. CANCELLATION 20

SECTION 24. RECORDS RETENTION 20

SECTION 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS 21

SECTION 26. AVAILABILITY OF FUNDS 21

SECTION 27. APPLICABLE LAW AND ARBITRATION 21

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

SECTION 28. INDEMNIFICATION **21**

SECTION 29. FEDERAL GOVERNMENT LIABILITY **22**

SECTION 30. AUDIT **22**

SECTION 31. AUDIT EXCEPTIONS **22**

SECTION 32. UNALLOWABLE USE OF FUNDS **22**

SECTION 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS **22**

SECTION 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF **23**

SECTION 35. IDENTIFICATION OF DOCUMENTS **23**

SECTION 36. COPYRIGHT **23**

SECTION 37. RIGHTS IN DATA **23**

SECTION 38. FUNDING CONDITIONS **23**

SECTION 39. NON-DISCRIMINATION **24**

SECTION 40. THIRD PARTY ANTITRUST VIOLATIONS **24**

SECTION 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT **24**

SECTION 42. INSURANCE **25**

SECTION 43. PRIVACY CONSIDERATIONS **27**

SECTION 44. NOTICES **27**

SECTION 45. REGISTRATION WITH SOCIAL SERVE **28**

SECTION 46. ADOH SIGNAGE **28**

SECTION 47. PHOTOGRAPHS **28**

SECTION 48. STATE OF ARIZONA **28**

SECTION 49. A.R.S. § 35-393.01. ..... **28**

SECTION 50. A.R.S. § 1-501 RELATING TO FEDERAL PROGRAMS **29**

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

ATTACHMENTS

- ☒ **A** **Scope of Work**
- ☒ **B** **Performance Report/Schedule of Completion**
- ☒ **C** **Budget**
- ☒ **D** **Request for Payment Form**
- ☐ **E** **Special Conditions of the Agreement**
- ☐ **F** **Certification and Other Requirements Relating to Title I or Title II Assistance**
- ☐ **G** **Authorizing Resolution(s)**
- ☐ **H** **Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)**

AGREEMENT NO. **801-23**
TERMINATION DATE June 30, 2024

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
CITY OF FLAGTAFF
FOR
HOMELESS SHELTER AND SERVICES

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH"),** located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☐ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").

☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").

☐ A.R.S. § 41-3957 (State Housing Program Fund) ("**HPF**").

☒ S.B. 1720 Homeless Shelter and Services Fund ("**HSSF**").

☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").

☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").

☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("**NHTF**").

☐ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").

☐ Title IV Energy Conservation and Production Act (ECPA), as amended; and 42 U.S.C. Section 6861, *et. seq.* including WAP regulations contained in 10 CFR 440, DOE Financial Assistance Rules at 2 CFR 200 and the Bipartisan Infrastructure Law (Infrastructure Investment and Jobs Act), Public Law 117-58. (**"DOE WAP BIL"**).

☐ H.R 2471, the Consolidated Appropriations Act, 2022 establishing the Weatherization Readiness Fund (**"DOE WRF"**).

☐ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

☐ Southwest Gas Corporation, Weatherization Assistance Program ("**SWG WAP**").

☐ Arizona Public Service, Weatherization Assistance Program ("**APS WAP**").

☐ Salt River Project, Weatherization Assistance Program ("**SRP WAP**").

☐ Crisis Contingency and Safety Net Fund) ("**CCSNF**").

☐ State Fiscal Recovery Funds ("**SFRF**")

and

CITY OF FLAGSTAFF
(Entity)

An Arizona City ("Recipient") DUNS #088302625, located at

211 W. Aspen Ave
Street
Flagstaff, AZ 86001
City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $840,000.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☐ **CDBG**, CFDA # 14.228
Federal Fiscal Year _____
$_____

☐ **HOME**, CFDA # 14.239
Federal Fiscal Year _____
$_____

☐ **HTF**
State Fiscal Year _____
$_____

☐ **HPF**
State Fiscal Year _____
$_____

☒ **HSSF**
State Fiscal Year 2023
$840,000.00

☐ **HOPWA**, CFDA # 14.241
Federal Fiscal Year _____
$_____

☐ **COC**, CFDA # 14.267
Federal Fiscal Year _____
$_____

☐ **NHTF**, CFDA # 14.275
Federal Fiscal Year _____
$_____

☐ **DOE WAP,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **DOE WAP BIL,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **DOE WRF,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **LIHEAP WAP**, CFDA # 93.568
Federal Fiscal Year _____
$_____

☐ **SWG WAP**
State Fiscal Year _____
$_____

☐ **APS WAP**
State Fiscal Year _____
$_____

☐ **SRP WAP**
State Fiscal Year _____
$_____

☐ **CCSNF**
State Fiscal Year _____
$_____

☐ **SFRF**
State Fiscal Year _____
$_____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until JUNE 30, 2024 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the

provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G,** ***Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☐ **CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook;* and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handboo*k; and (6) the *State Housing Fund Program Summary and Application Guide*.

☐ **HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.

☐ **HPF** funds require adherence to the *Special Needs Housing Manual* as revised.

☒ **HSSF** funds require adherence to S.B. 1720 and the Notice of Funds Available issued for acceptance of applications for HSSF funding.

☐ **COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.

☐ **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual.*

☐ **NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) State of Arizona Qualified Allocation Plan; and *(5) National Housing Trust Fund Allocation Plan.*

☐ **DOE WAP, DOE WAP BIL and DOE WRF** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) *the*

Arizona Weatherization Policies and Procedures Handbook; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *DOE WPN 22-4 Quality Work Plan.*

☐ **LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (3) *Health and Safety Plan (HSD Plan);* (4) *the Arizona Weatherization Policies and Procedures Handbook;* (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **SWG WAP, APS WAP or SRP WAP** funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (2) *Health and Safety Plan (HSD Plan);* (3) *the Arizona Weatherization Policies and Procedures Handbook*; (4) *Arizona Weatherization Assistance Program Field Guide;* (5) *Standard Work Specifications*; and (6) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **CCSNF** funds require adherence to the terms and conditions of the Crisis Contingency and Safety Net Fund such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis: (1) salaries for additional staffing; (2) operational expenses; and (3) any additional costs specifically outlined in the Scope of Work described in Section 6 below.

☐ **SFRF** funds require adherence to the terms and conditions of the State Fiscal Recovery Funds such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis through costs specifically outlined in the Scope of Work described in Section 6 below.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;

(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes;
(e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
(f) The ownership entity changes; and
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

☐ **HOME, NHTF, HTF** funded rental development projects ("Rental Projects") or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).

☐ **HOME, HTF and CDBG** non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☒ **HSSF** funded assistance for persons who are homeless ("Homeless Shelter and Services Projects"). Recipient must submit a *Quarterly Performance Report* attached hereto as Attachment B. The Quarterly Progress Report follows the state fiscal year from July 1 through June 30 and must be submitted to ADOH on the 20th day of October, January, April and July and address activities of the preceding quarter (i.e. the October report covers the months of July through September).

☐ **HOPWA** funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.

☐ **COC** funded assistance for persons who are homeless ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.

☐ **DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, SWG WAP, APS WAP and SRP WAP** funded projects ("Weatherization Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

☐ **CCSNF** funded projects ("CCSNF Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of June, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the July report covers the month of June).

☐ **SFRF** funded projects ("SFRF Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th of each month and address activities of the preceding month (i.e. the April report covers the month of March).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **Rental Projects funded with HOME or HTF**. Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ **Homeless Projects funded with HTF, HPF, HSSF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH

will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Weatherization.** Projects funded with DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, SWG WAP APS WAP and/or SRP WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at approximately four (4) months with additional re-allocations made on an as needed basis.

☐ **CCSNF Projects**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **SFRF Projects**. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☐ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☐ **HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

(a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

☒ **HSSF, CCSNF and SFRF Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs.

☐ **WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs. Administration, Technical Assistance and Health and Safety line items cannot be increased unless the overall award of funds increases.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

☐ **WEATHERIZATION (DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☐ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP, DOE WAP BIL, DOE WRF and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

☒ **HSSF.** At the discretion of ADOH, FY 2023 HSSF grantees may receive all or a portion of their awarded funds in advance.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by

applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds

from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work;* and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer

period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination

and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
(d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
(e) Recapture funds and terminate contract;
(f) Withhold future ADOH grant awards from all sources; or
(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient

from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

☐ **CDBG funded projects only**: All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

☐ **WEATHERIZATION projects only**: All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds or HSSF funds per S.B. 1720, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds, HTF and HSSF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME, CDBG, HOPWA, COC, NHTF, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, CCSNF and SFRF programs, the availability of state funds provided for the state HTF, HPF and HSSF Programs and the availability of private funds provided for the SWG WAP, APS WAP and SRP WAP programs. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability

Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any

corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, CCSNF, SFRF) or state (HTF, HPF, HSSF) funds or private funds (APS, SRP, SWG) used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section

A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

(b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.

(c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable

with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability

insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall

be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

CITY OF FLAGSTAFF
Entity
GREG CLIFTON
Attention (if applicable)
211 W. ASPEN AVE
Mailing Address
Flagstaff, AZ 86001
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with *socialserve.com* and keep the project listed with *socialserve.com* for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of $100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a

boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOUSING	**CITY OF FLAGSTAFF RECIPIENT**
BY: _____	BY: _____ Digitally signed by Greg Clifton Date: 2023.06.23 15:46:18 -07'00'
Joan Serviss *or* Ruby Dhillon-Williams *or* Keon Montgomery	Greg Clifton
TITLE: Director	TITLE: City Manager
DATE: 06/27/23	DATE: 6/23/2023

ATTEST:

Digitally signed by Stacy Saltzburg
Date: 2023.06.23 10:30:36 -07'00'

CITY CLERK

APPROVED AS TO FORM:

Christina Rubalcava for

Digitally signed by Christina Rubalcava for
Date: 2023.06.22 13:11:39 -07'00'

CITY ATTORNEY

ATTACHMENT A
SCOPE OF WORK

The homeless services award will be comprised of Homeless Shelter and Services Funds (HSSF) and will allow the City of Flagstaff **(recipient)** to provide supportive services, overnight shelter, and move-in assistance to approximately 600 unsheltered persons experiencing homelessness.

This contract award is contingent upon:

A. Serving unsheltered persons experiencing homelessness as follows:

1. Assist approximately 600 unsheltered persons experiencing homelessness with supportive services, overnight shelter, and move-in assistance. Overnight shelter will include hotel/motel bed nights as emergency shelter for victims of crime who are unhoused due to their victimization, and temporary emergency shelter and transportation to people impacted by the closure of the "sober living" / residential facilities as part of Rainbow Bridge.

    i. A minimum of 20 homeless households will receive move-in assistance to cover security deposits and application fees for quick housing occupancy.
    ii. A minimum of 200 individuals will receive motel/hotel vouchers.

2. Partner with local homeless and housing service providers to facilitate transitional housing and move-in assistance for households experiencing homelessness.

B. Recipient shall begin project implementation no later than July 31, 2023.

C. Perform all allowable activities within the period of performance from July 1, 2023 through June 30, 2024.

D. Submit **quarterly** reports of the activities completed during the quarterly performance period and the data pertaining to unsheltered persons served on the Attachment B Performance Report Form (attached hereto).

Project Funds
The State has reserved $840,000.00 from Homeless Shelter and Services Fund dollars for project funding per the budget expenditures identified in the Recipient's program proposal.

Arizona Department of Housing

HSSF **ATTACHMENT B**

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	City of Flagstaff	Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024	Revision	
Activity	Homeless Shelter Services - Vouchers and Case management	Month	
Recipient Address	211 W. Aspen Ave	City	Flagstaff
Contact Person	Kristine Pavlik	Zip Code	86001
Phone	928-213-2749 Email kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist	Email		

Indicate adherence to contract or schedule changes Quarterly. Due by the 20th of the month following the Quarter end. See Below.

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Execute ADOH Contract	6/30/2023		
Program Start Date	7/1/2023		
Submission of 1st Quarter Report	10/20/2023		
Submission of 2nd Quarter Report	1/20/2024		
Submission of 3rd Quarter Report	4/20/2024		
Submission of Final Quarter Report	7/20/2024		
Project Complete - Contract Expires	6/30/2024		
Project Final Request for Reimbursement and Close Out Reports Due	8/30/2024		

Please provide: 1. a brief description of activities performed this period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. 2. The date of submission of your last Request for Payment (RFP) 3. All Data on Data Ta
RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.

Last RFP submitted on:

Recipient Authorized Signature Date	Title

Arizona Department of Housing

SFRF ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	City of Flagstaff	Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024		
Activity	Homeless Shelter Services - Vouchers and Case management	Month	
Recipient Address	211 W. Aspen Ave	City	Flagstaff
Contact Person	Kristine Pavlik	Zip Code	86001
Phone	928-213-2749 Email kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist	Email		

Indicate adherence to contract or schedule changes quarterly. Due by the 15th of month following the end of the quarter.

	Unduplicated			Duplicated			BED Nights	
Race	#	%	YTD #	#	%	YTD #	#	YTD #
11- White								
12- Black or African American								
13 - Asian								
14 – American Indian or Alaska Native								
15 – Native Hawaiian or Other Pacific Islander								
16 – Alaska Native and White								
17 – Asian and White								
18 –African American and White								
19- American Indian or Alaska Native and African American								
20 – Other Multi Racial								
Ethnicity								
Hispanic/Latino								
Non-Hispanic/Latino								
Not Specified								

Gender								
Male								
Female								
Transgender								
AMI								
0-30% AM								
31-50% AMI								
51-80% AMI								
81% + AMI								
Metrics								
BSHN Households Served								
HIRS Households served								
SCB Organizations served								
Age Group								
18-29								
30-39								
40-49								
50-59								
60 Plus								
Unknown								
Totals	0		0	0		0	0	0

Arizona Department of Housing

HSSF **Attachment C**

Budget

Recipient	City of Flagstaff			Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024			Revision No.	
Activity	Homeless Shelter Services - Vouchers and Case management				
Recipient Address	211 W. Aspen Ave			City	Flagstaff
Contact Person	Kristine Pavlik			Zip Code	86001
Phone	928-213-2749	Email	kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist		Email			

For specific allowable expenditures please refer to the Budget submitted with the Recipients FY2023 NOFA Response Proposal attached hereto.

a	c	d	e	f	g	h
Budget Line Item or Activity No.	HSSF FY2023	HSSF FY2023	Source Program Year	Source Program Year	Source Program Year	TOTAL
Activity 1 - Administration	$ 140,000.00					
Activity 2 - Project Specific		$ 700,000.00				
Total	$ 140,000.00	$ 700,000.00				$ 840,000.00

Arizona Department of Housing

HSSF **Attachment D**

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	City of Flagstaff			Date	
Contract No	801-23 Contract Period: from July 1, 2023 to June 30, 2024			Pay Req. No	
Activity	Homeless Shelter Services - Vouchers and Case management			Direct Wire Dep	Yes No
Recipient Address	211 W. Aspen Ave.			City	Flagstaff
Contact Person	Kristine Pavlik			ZIP	86001
Phone	928-213-2749	Email	kristine.pavlik@flagstaffaz.gov	County	Coconino
Program Specialist		Email			

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	HSSF FY2023	HSSF FY2023	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Act. 1 Administration	N/A	$140,000.00			$ 140,000.00		$ 140,000.00
Act. 2 Project Specific	N/A		$700,000.00		$ 700,000.00		$ 700,000.00
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
Total		$140,000.00	$700,000.00	$ -	$ 840,000.00	$ -	$ 840,000.00

Recipient Authorized Signature Date Title

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports		Current ☐	Not Current ☐	For ADOH Use Only		
ADOH Program Specialist Approval		Date			ADOH Program Administrator Approval	Date

Arizona Department of Housing

F-4

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

Recipient	City of Flagstaff	Date	
Contract No	801-23	Pay Req. No	

Budget Line Item or Activity No	Description of Expense (List in according to funding source)	Paid (or Payable) to	Date Paid	Check # Invoice PO	Invoice Amount Charged to CDBG	Balance paid by other source	Name of other source
Totals							

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Rick Tadder, Management Services Director
Co-Submitter:	Dan Musselman, Police Chief, Marianne Sullivan, Senior Assistant City Attorney
Date:	01/30/2024
Meeting Date:	02/06/2024

TITLE:

Consideration and Adoption of Ordinance No. 2024-02: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 3 Business Regulations, Chapter 3-10 User Fees, Section 3-10-001-0004 Police Department to revise existing fees and add a new fee for Body Camera Video Review and Redaction; providing for penalties, repeal of conflicting ordinances, severability, providing for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2024-02 by title only for the final time
2) City Clerk reads Ordinance No. 2024-02 by title only (if approved above)
3) Adopt Ordinance No. 2024-02

Executive Summary:

The Arizona State Legislature adopted a new law, A.R.S. § 39-129 that went into effect on October 30, 2023. This new law allows City's to impose a fee for the reviewing and redacting of body camera videos when requested under a public records request.

Prior to the enactment of § 39-129, local law enforcement agencies were prohibited from charging fees for the reviewing and redacting of body camera footage when requests were made under public records law. The new statute sets the maximum amount for the hourly fee at $46.00 per hour. The Flagstaff Police Department is requesting the hourly fee be set at the maximum of $46.00 per hour.

In addition, we are updating the language formerly titled Copies of Tapes to Digital Media to support multiple ways the City can provide the information to the requestor.

Financial Impact:

The new fee for Body Camera Video Review and Redaction will provide additional revenues to the City's General Fund for services provided. Staff spent over 200 hours redacting videos from July 2022 to July 2023. At this level of service, the City would collect over $9,200 in revenue for the service. This is not the full cost of the service provided as the State of Arizona has placed a maximum of $46.00 per hour.

Policy Impact:

The City Council is currently considering a Citywide Cost Recovery Policy. A service like this is generally more aligned with an Individual Benefit and the fee would be considered between 80-100% of the service cost.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance: Maintain the organization's fiscal stability through strong financial policies and best practices.

Regional Plan

Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

- Adopt the Ordinance as recommended by staff.
- Amend the Ordinance for an amount below the $42.00 per hour maximum rate.
- Do not adopt the Ordinance and continue to provide this service for only the cost of the digital media fee.

Background/History:

The Arizona State Legislature adopted a new law, A.R.S. § 39-129 that goes into effect on October 30, 2023. This new law allows Cities to impose a fee for the reviewing and redacting of body camera videos when the footage is requested under a public records law. Prior to the enactment of § 39-129, local law enforcement agencies were prohibited from charging fees for the reviewing and redacting of body camera footage when requests were made under public records law. The new statute sets the maximum amount for the hourly fee at $46.00 per hour.

In the last fiscal year from July 2022 to June 2023, the Flagstaff Police Department received approximately 136 public records requests involving body camera videos. The number of videos can vary per each request. Each officer involved in an incident usually is recording, therefore the more officers who are present the more videos there are to review. Some reports can contain one video, and some can contain 10 or more videos. The length of the videos can also vary from 10 to 30 minutes to up to over an hour of footage. One request can take 30 minutes to an hour to review while others can take over 10 hours to review. Of those 136 requests the time it took just to review to the videos to determine what should be redacted took over 200 hours (this is just reviewing time and does not including the time it takes to redact and download the videos).

A request is made by the public either online or in person at the records counter for video connected to a particular report, investigation or contact with law enforcement. The request may sometimes ask for all reports and videos involving certain people as well. That request is processed by the records department and then forwarded to the legal advisor for initial review of the videos.

Legal does the initial review as the decision on what can legally be redacted is based upon public records law, including statutes and case law that needs to be interpreted and applied to each individual case. If there is a challenge to what has been redacted the requestor can file an action in court against the City claiming the City improperly withheld public information. Once the initial review is conducted then a list of legally defensible and necessary redactions is provided to the Records Supervisor to redact from the videos prior to their being released to the requestor.

The redactions are usually done by the records manager or the records lead technician. The time it takes to make redactions depends on how many are necessary on a given video. The more redactions that are needed results in more time taken to redact the videos. The employees making the redactions will take the list and review the portions of the video before and after the necessary redactions to ensure all the information that should be legally redacted is removed. Redactions can include removing audio from the videos as well as blurring or blacking out the picture. (we blur or black out images that show deceased or injured individuals, juveniles or where protected information can be seen)

It is estimated it takes about 75% of the length of the video to complete the redactions. For example, it will take approximately 45 minutes to redact a video that is an hour long. Once redactions are made then the redacted videos are downloaded and placed on CD's or a thumb drive depending on the length and number of videos. It takes considerably longer to download and burn a video to a CD. For an hour-long video, it takes approximately 20 minutes to download to a CD whereas it takes about 3 minutes to transfer downloads to a thumb drive. Both the Records Supervisor and Lead Records technician have had their disc drives replaced in their computers due to overuse.

The approximate labor cost of the Police Department's Records Lead is $37.06/hour, the Records Supervisor approximate labor cost is $42.53/hour, and the Legal Advisor's approximate labor cost is $118.53/hr. The total approximate hourly cost of reviewing, redacting, and copying body-camera videos is between 155.59/hour to $161.06/hour. This does not include any other costs related to the use of equipment or digital media. Therefore, setting the fee at the maximum allowed under the law at $46.00 per hour which is reasonable as is required under the statue.

Attachments: Ord. 2024-02
Notice of Proposed New Rate or Fees
Report on Body Camera Fee
Presentation

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3 BUSINESS REGULATIONS, CHAPTER 3-10 USER FEES, SECTION 3-10-001-0004 POLICE DEPARTMENT TO REVISE EXISTING FEES AND ADD A NEW FEE FOR BODY CAMERA VIDEO REVIEW AND REDACTION; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, PROVIDING FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City has authority to establish and operate a Police Department pursuant to A.R.S. § 9-240(B)(12); and

WHEREAS, the State of Arizona A.R.S § 39-129 allows the City to establish a body camera video fee related to public records requests in an amount not to exceed $46 per video-hour for review and redaction; and

WHEREAS, the City has published and distributed notice of the proposed body camera video rates or fees pursuant to A.R.S. § 9-499.15.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Code, Title 3 Business Regulations, Chapter 3-10 User Fees, Section 3-10-001-0004 Police Department be amended to read as follows (additions shown as capitalized text, deletions in strikeout):

3-10-001-0004 Police Department

The user fees of the Police Department shall be as follows:

Fee Type	**Fee ~~per Each~~**
Fingerprinting	$ 6 EACH
Background checks	$ 7 EACH
Bicycle license	$ 2 EACH
Police alarm permits	$ 10 EACH
Police Reports	$ 8 EACH
BODY CAMERA VIDEO REVIEW & REDACTION	$46 PER HOUR
~~Copies of tapes~~ DIGITAL MEDIA	$ 30 EACH

The Chief of Police is authorized to waive background check fees, in whole or in part, for those individuals submitting to a background check as a prerequisite for volunteering at a non-profit community, civic, or social organization that supports youth activities in Flagstaff.

SECTION 2. Penalties

Any person found in violation of this ordinance shall be guilty of a civil infraction and shall be fined a sum not to exceed five hundred dollars ($500.00). Any violation which is continuing in nature shall constitute a separate offense on each successive date the violation continues, unless otherwise provided.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective February 8, 2024 following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of February, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

NOTICE OF PROPOSED NEW RATES OR FEES (UPDATED)

RELATED TO PUBLIC RECORDS REQUESTS FOR POLICE BODY CAMERA VIDEOS PURSUANT TO A.R.S. § 39-129.

Pursuant to A.R.S. § 9-499.15, the City of Flagstaff hereby gives notice it proposes to amend the City Code to adopt new rates or fees related to Public Records requests for Police Body Camera videos pursuant to A.R.S. § 39-129.

The City Council will consider whether to amend the City Code to adopt new rates or fees at a public meeting, to be held:

Tuesday, ~~January 2, 2024 at 3:00 p.m.~~ January 16, 2024 at 3:00pm
City Council Chambers
211 W. Aspen Avenue
Flagstaff, Arizona 86001

A first reading of an ordinance to approve the changes may occur on this date. A second reading of an ordinance to approve the changes may occur at the next public meeting of the City Council on Tuesday, ~~January 16, 2023 at 3:00 p.m.~~ February 6, 2024 at 3:00pm in City Council Chambers.

The City Council may approve, disapprove, or modify the proposed rates or fees at that time.
A schedule of the proposed new rates or fees is set forth below:

A fee of $46.00 per video hour reviewed and redacted.

A fee of $30.00 for digital media storage to include CDs, thumb drives, or other digital storage media that may become available in the future.

A written report that supports the new rates or fees is attached below.

Please contact Rick Tadder, Management Services Director (928) 213-2205 if you have any questions.

Submitted by: Rick Tadder

This notice is posted on the homepage of the City Website and distributed through social media this 20th day of October 2023.

Posted by: Sarah Langley

Report to follow below.

Report Regarding proposed fees for Public Records requests for reviewing and redacting police body camera footage.

The Arizona State Legislature adopted a new law, A.R.S. § 39-129 that goes into effect on October 30, 2023. This new law allows Cities to impose a fee for the reviewing and redacting of body camera videos when the footage is requested under a public records law.

Prior to the enactment of § 39-129, local law enforcement agencies were prohibited from charging fees for the reviewing and redacting of body camera footage when requests were made under public records law. The new statute sets the maximum amount for the hourly fee at $46.00 per hour. See the language of the statute below:

> **39-129, Local law enforcement; video recordings; fee**
>
> Except when it is free for victims pursuant to A.R.S. § 13-127, a county, city, town or any political subdivision of this state may establish a onetime fee per copy, not to exceed $46 per video-hour reviewed, that is charged to a person who submits a public records request to a local law enforcement agency for a copy of a video recording. A county, a city, a town or any political subdivision of this state may take into consideration the following information when determining the amount of the onetime fee per copy:
>
> - The reasonable cost of reviewing, transmitting, making a copy of and, as necessary, redacting the video recording.
> - Any other relevant information.

Time Spent on Requests

In the last fiscal year from July 2022 to June 2023, the Flagstaff Police Department received approximately 136 public records requests involving body camera videos. The number of videos can vary per each request. Each officer involved in an incident usually is recording, therefore the more officers who are present the more videos there are to review. Some reports can contain one video, and some can contain 10 or more videos. The length of the videos can also vary from 10 to 30 minutes to up to over an hour of footage. One request can take 30 minutes to an hour to review while others can take over 10 hours to review. Of those 136 requests the time it took just to review to the videos to determine what should be redacted took over 200 hours (this is just reviewing time and does not including the time it takes to redact and download the videos).

Process for Reviewing and Redacting Videos

A request is made by the public either online or in person at the records counter for video connected to a particular report, investigation or contact with law enforcement. The request may sometimes ask for all reports and videos involving certain people as well.

That request is processed by the records department and then forwarded to the legal advisor for initial review of the videos.

Legal does the initial review as the decision on what can legally be redacted is based upon public records law, including statutes and case law that needs to be interpreted and applied to each individual case. If there is a challenge to what has been redacted the requestor can file an action in court against the City claiming the City improperly withheld public information. Once the initial review is conducted then a list of legally defensible and necessary redactions is provided to the Records Supervisor to redact from the videos prior to their being released to the requestor.

The redactions are usually done by the records manager or the records lead technician. The time it takes to make redactions depends on how many are necessary on a given video. The more redactions that are needed results in more time taken to redact the videos. The employees making the redactions will take the list and review the portions of the video before and after the necessary redactions to ensure all the information that should be legally redacted is removed. Redactions can include removing audio from the videos as well as blurring or blacking out the picture. (we blur or black out images that show deceased or injured individuals, juveniles or where protected information can be seen)

It is estimated it takes about 75% of the length of the video to complete the redactions. For example, it will take approximately 45 minutes to redact a video that is an hour long. Once redactions are made then the redacted videos are downloaded and placed on CD's or a thumb drive depending on the length and number of videos. It takes considerably longer to download and burn a video to a CD. For an hour-long video, it takes approximately 20 minutes to download to a CD whereas it takes about 3 minutes to transfer downloads to a thumb drive. Both the Records Supervisor and Lead Records technician have had their disc drives replaced in their computers due to overuse.

The approximate labor cost of the Police Department's Records Lead is $37.06/hour, the Records Supervisor approximate labor cost is $42.53/hour, and the Legal Advisor's approximate labor cost is $118.53/hr. The total approximate hourly cost of reviewing, redacting, and copying body-camera videos is between 155.59/hour to $161.06/hour. This does not include any other costs related to the use of equipment or digital media. Therefore, setting the fee at the maximum allowed under the law at $46.00 per hour which is reasonable as is required under the statue.

Conclusion

The fee for the reviewing, redacting and copying of body camera videos will be set at the maximum allowed under the law of $46.00 per hour of body camera video. Further the current fee of $30.00 for cassette tapes that is in the City Ordinance will be revised to be $30.00 for digital media to include CDs, thumb drives, or other digital storage media that may become available in the future.

BODY CAMERA VIDEO REVIEW AND REDACTION FEE

Council Meeting
January 16, 2024

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Body Camera Review and Redaction Fee

Overview

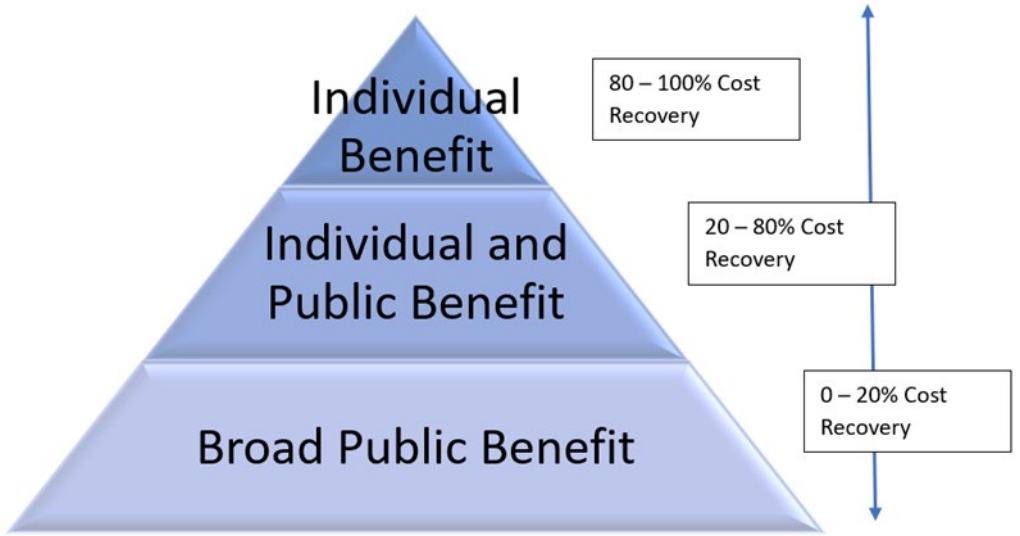
- State Statute allows Cities to charge a body camera review and redaction fee at a maximum $46.00 per hour
- The City has completed the state requirements for adopting new fees
  - Post a 60 Notice on the City Website, posted October 20,2023
  - Provide a written report on the proposed fee, included with posting
- The fee adoption requires a public hearing and an Ordinance to update City Code
- If Council approves the new fee at the February 6th meeting, the fee will be effective March 8, 2024

Body Camera Review and Redaction Fee

Cost Recovery

- Cost of service determined to be in excess of $46.00 per hour
- Service aligned with Individual Benefit
- Recommend 100% cost recovery
- State Statute only allows up to

  $46.00 per hour



Body Camera Review and Redaction Fee

ARS § 39-129 Local Law Enforcement Video Recording Fees

- Arizona State Legislature enacted a new law allowing local law enforcement to charge fees for reviewing and redacting body camera videos.
- Prior to the enactment of § 39-129, local law enforcement agencies were prohibited from charging fees for the reviewing and redacting of body camera footage when requests were made under public records law. The new statute sets the maximum amount for the hourly fee at $46.00 per hour.

Body Camera Review and Redaction Fee

ARS § 39-129 Local Law Enforcement Video Recording Fees

- Except as provided in § 39-127, a county, a city, a town or any political subdivision of this state may establish a onetime fee per copy, not to exceed $46 per video-hour reviewed, that is charged to a person who submits a public records request to a local law enforcement agency for a copy of a video recording. A county, a city, a town or any political subdivision of this state may take into consideration the following information when determining the amount of the onetime fee per copy:
    1. The reasonable cost of reviewing, transmitting, making a copy of and, as necessary, redacting the video recording.
    2. Any other relevant information.

Body Camera Review and Redaction Fee

Body Camera Videos and Public Records Requests

- In 2014 the Flagstaff City Council approved in the Budget money for the purchase and use of Body Cameras by the Flagstaff Police Department.
- It was unknown at the time what the demand would be for copies of these videos by the public. No additional funding was contemplated nor provided to cover costs for the reviewing and redacting of body camera videos.
- Public records law allows government entities to charge fees for the cost of copying public records only, but not for the time it takes to search, locate, review or redact the records.

Body Camera Review and Redaction Fee

Body Camera Videos and Public Records Requests

- In 2021 the Arizona State Legislature passed A.R.S.§ 41-1734 allowing the Department of Public Safety (DPS) to charge fees for reviewing and redacting body camera videos.
- DPS charges $21.33 per 30 minutes of video reviewed and redacted.
- This law only applied to DPS and not to local law enforcement.
- In 2023 the new law was passed to allow local law enforcement to also charge fees to review and redact videos.

Body Camera Review and Redaction Fee

Flagstaff Police Department Procedures to Review and Redact

- A request is made by the public either online or in person for video connected to a particular report or investigation. The Records department processing the request and forwards it to the legal advisor for initial review.
- Legal does the initial review as the decision on what can legally be redacted is based upon public records law, including statutes and case law. If there is a challenge to what has been redacted the requestor can file an action in court against the City claiming the City improperly withheld public information.

Body Camera Review and Redaction Fee

Flagstaff Police Department Procedures to Review and Redact

- Once the initial review is conducted a list of legally defensible and necessary redactions is provided to the Records Supervisor to redact from the videos.
- The time it takes to make redactions depends on how many are necessary on a given video. The more redactions that are needed results in more time needed to redact the videos.
- Redactions can include removing audio from the videos as well as blurring or blacking out the picture.

Body Camera Review and Redaction Fee

Flagstaff Police Department Procedures to Review and Redact

- It is estimated it takes about 75% of the length of the video to complete the redactions. For example, it will take approximately 45 minutes to redact a video that is an hour long.
- Once redactions are made the videos are downloaded and placed on CDs or a thumb drive depending on the number of videos. It takes considerably longer to download and burn a video to a CD. For an hour-long video, it takes approximately 20 minutes to download to a CD whereas it takes about 3 minutes to transfer downloads to a thumb drive.

Body Camera Review and Redaction Fee

Flagstaff Police Department Procedures to Review and Redact

- The hourly salary costs for review by Legal and redactions by the Records Supervisor or Lead Records Technician well exceed the cap under the state statute of $46.00 per hour of video reviewed.
- Under Flagstaff Police Department policy Officers are required to have their cameras activated at all times they are interacting with the public. Examples of this include interviewing victims, witnesses, and suspects, conducting searches of people, homes and cars, and while transporting arrested individuals.

Body Camera Review and Redaction Fee

Flagstaff Police Department Procedures to Review and Redact

- In the last fiscal year from July 2022 to June 2023, the Flagstaff Police Department received approximately 136 public records requests involving body camera videos. Some reports can contain one video, and some can contain 10 or more videos.
- The length of the videos can also vary from 10 to 30 minutes to up to over an hour. Of those 136 requests the time it took just to review to the videos to determine what should be redacted took over 200 hours (this is just reviewing time and does not include redacting and downloading the videos).

Body Camera Review and Redaction Fee

Flagstaff Police Department Procedures to Review and Redact

- Requests mostly come from private citizens, insurance companies, and attorneys.
- The media makes up a small portion of requests for videos.
- Costs for videos can be managed by making requests for specific videos, such as one where a person was arrested, or ones where a particular people were interviewed as opposed to all videos in each case.
- The Flagstaff Police Department posts videos of critical incidents on their transparency page that are then used by the public at no charge.

Body Camera Review and Redaction Fee

Staff Recommendation

- Based upon the new state law that now allows for local law enforcement to charge an hourly fee for the time it takes to review and redact body camera videos, the Flagstaff Police Department is requesting changes to the fees set forth in the Flagstaff City Code Section 3-10-001-0004 as follows:
  - A fee of $46.00 per video hour reviewed and redacted.
  - A fee of $30.00 for digital media storage to include CDs, thumb drives, or other digital storage media that may become available in the future.

Body Camera Review and Redaction

- Staff recommends Council
  - Read Ordinance 2024-02 for the first time at this meeting,
  - Read Ordinance 2024-03 for the second time at the February 6, 2023 meeting,
  - Adopt Ordinance 2024-03 at the February 6, 2024 meeting

QUESTIONS/COMMENTS

10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tia Hatton, Sustainability Coordinator II
Co-Submitter:	Jenny Niemann
Date:	01/30/2024
Meeting Date:	02/06/2024

TITLE:

Consideration and Approval of Change in Commission Member Terms: Change the Sustainability Commission Term Month and Current Commissioner Term Months

STAFF RECOMMENDED ACTION:

1. Change the Sustainability Commission member start and end term month from October to February.
2. Adjust the terms of the currently seated Sustainability Commissioners to end in February of the following year.

Executive Summary:

The Sustainability Commission terms start and end in the month of October. This term end date presents challenges with the Sustainability Commission's annual work plan, particularly their integral involvement in the annual Neighborhood Sustainability Grant program, where they review and vote on grant recipients. Commissioner turnover between September and December is very disruptive, due to the time required for onboarding, learning about the grant program, and completing the full grant review and voting process.

Staff proposes to move the Commission term start and end month to February. Benefits include reduced disruption to the commission roster and a more equitable grant review process, where all commissioners are thoroughly trained and can participate in the grant decision process.

Staff recommends that the Council adopt a motion to change the term start and end months from October to February. Further, staff recommends adjusting the terms of the currently seated commissioners from October to February.

Financial Impact:

There will be no financial impact from this change.

Policy Impact:

There will be no policy impact from this change.

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

PBB Objective: Enhance community involvement, education & regional partnerships to strengthen the level of public trust

Previous Council Decision on This:

2007: City Council adopted the Sustainability Commission's enacting ordinance.

Background/History:

- The Sustainability Commission terms currently start and end in October.
- The Sustainability Commission reviews, scores, and votes on the annual Neighborhood Sustainability Grant applications. It is critical to the grant process that staff have time to onboard a new commissioner and to ensure the same individuals review and vote on recipients, for a more equitable grant selection process. The time period where it is important to limit turnover because of the grant process is September through December.
- February is a slower month for the Sustainability Commission's workplan and would be a better month for the Sustainability Commission terms to start and end.

Attachments: Presentation
Current Sustainability Commission Roster (Updated 1-2024)
Sustainability Commission Authority

Sustainability Commission Request to Change Term Month

Tia Hatton, Sustainability Coordinator

Sustainability Commission Terms

Today's Presentation

- Current Sustainability Commission Term Month
- Challenges with Current Commission Term Month
- Proposed Staff Recommended Actions

Sustainability Commission Term Month

The Sustainability Commission terms currently start and end in October.

- Due to resignations, appointments are spread out across the year, but appointments are staggered annually and end in the month of October.

SUSTAINABILITY COMMISSION MEMBERS

NAME	APPOINTED	TERM EXPIRES
Boate[redacted]	07/03/2023	10/01/2023
Konkel[redacted]	5/5/2020	10/01/2024

Challenges with October Term Month

- The Sustainability Commission is integral to the annual Neighborhood Sustainability Grant program. Commissioners review and vote on grant recipients.
- Commissioner turnover in September through December is very disruptive to this process due to:
  - → The time required to onboard and learn about the grant program.
  - → The time required to complete the full grant review and process.

Sustainability Commission Term Recommendations

1. Adopt a motion to change the term start month and end month of the Sustainability Commissioner terms, from October to February.
2. Adjust the terms of the currently seated Sustainability Commissioners to end in February of the following year.

Sustainability Commission Term Date Change

Tia Hatton

Sustainability Coordinator

Staff Liaison to the Sustainability Commission

tia.hatton@flagstaffaz.gov

Thank You!

Questions?

City of Flagstaff, AZ

SUSTAINABILITY COMMISSION MEMBERS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Boateng, Priscilla [redacted] Flagstaff, AZ 86001 [redacted] Term: (1st 7/23-10/26)	07/03/2023	10/01/2026	7/6/2023
Konkel, Kristen [redacted] Flagstaff, AZ 86005 [redacted] Term: (1st 5/20-10/21; 2nd 10/21-10/24)	5/5/2020	10/01/2024	05/20/2020
~~**McCormick, Molly**~~ [redacted] ~~Flagstaff, AZ 86001~~ Resigned 1/10/2024 [redacted] Term: (1st 10/21-10/24)	10/19/2021	10/01/2024	11/2/2021
Metzger, Mary Ellen [redacted] Flagstaff, AZ 86005 [redacted] Term: (1st 7/23-10/26)	07/03/2023	10/01/2026	7/7/2023

~~Quarshie, Dorcas Naa Aku Shika~~ [redacted] ~~Flagstaff, AZ 86005~~ Resigned 1/12/2024 [redacted] ~~Term: (1st 7/23-10/25)~~	07/03/2023	10/01/2025	08/03/2023
White, Kevin [redacted] Flagstaff, AZ 86001 [redacted] Term: (1st 11/17-10/20; 2nd 11/20-10/23)	11/21/2017	10/01/2020	01/24/2018
Wolkowinsky, Amy [redacted] Flagstaff, AZ 86001 [redacted] Term: (1st 7/23-10/25)	07/03/2023	10/01/2025	7/14/2023

Staff Representative: **Nicole Antonopoulos and Tia Hatton**

CHAPTER 2-17
SUSTAINABILITY COMMISSION

SECTIONS:

2-17-001-0001 COMMISSION ESTABLISHED; ORGANIZATIONAL STRUCTURE
2-17-001-0002 PURPOSE; POWERS AND DUTIES

2-17-001-0001 COMMISSION ESTABLISHED; ORGANIZATIONAL STRUCTURE

A. Establishment of the Commission.

1. There is hereby created the Sustainability Commission (the "Commission"), which shall replace the Clean and Green Committee.

2. The membership of the Commission shall consist of seven (7) members. Members of the Commission shall be appointed by the City Council and shall represent the diverse interests and views of the community. The Commission shall be a working Commission, in which each member takes an active role in accomplishing the goals and objectives of the Commission. Members shall serve a term of three (3) years with no member appointed for more than two (2) full consecutive terms.

3. The Commission shall be responsible for electing a Chair and a Vice-Chair. The Chair shall act as public spokesperson for the Commission at public functions, shall serve as an ex officio member of all standing committees, shall appoint the Chair of all standing committees upon the advice and consent of the Commission, and shall perform other duties as required. The Vice-Chair shall act in the absence of the Chair. (Ord. 2014-28, Amended, 11/18/2014)

2-17-001-0002 PURPOSE; POWERS AND DUTIES

The purpose of this Commission shall be to continue the work initiated by the Clean and Green Committee and to further work with the City Council and the City Staff by recommending and coordinating activities as part of the Flagstaff Sustainability Program, the U.S. Mayors Climate Protection Agreement, and any future sustainability initiatives pursued by the City.

Subject to state law and the procedures prescribed herein, the Sustainability Commission shall have and may exercise the following powers, duties, and responsibilities:

A. The Commission shall work with City staff toward the development and implementation of the Flagstaff Sustainability Program. The issues addressed by this program may include, but not be limited to, the following:

1. Climate and air quality
2. Transportation
3. Energy
4. Solid waste and toxic substances
5. Water, wastewater, and stormwater
6. Sustainable building and purchasing practices
7. Sustainable economic development

B. The Commission shall work with the City staff toward the development and implementation of the U.S. Mayors Climate Protection Agreement and any future sustainability initiatives passed by the City Council.

C. The Commission shall work with the City Council in the development of initiatives linking the concepts of sustainability with economic development and affordability for the benefit of all community members.

D. The Commission shall promote the benefits of sustainable practices in all spheres of life and shall educate the public concerning such practices.

E. The Commission shall promote compliance with City ordinances concerning sustainability and environmental management.

F. The Commission shall encourage sustainable practices by individuals, groups, organizations, industrial and commercial enterprises, educational institutions, and government agencies.

(Ord. 2007-27, Amended 04/17/2007)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Zoning Code Manager
Date:	01/30/2024
Meeting Date:	02/06/2024

TITLE:

Consideration and Adoption of Resolution No. 2024-05 and Ordinance No. 2024-03: A resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-23-00136 - Residential Uses in the Public Facility (PF) Zone" and an ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, to allow residential uses (single-family, duplex, and multi-family dwellings) as a permitted use in the Public Facility (PF) zone.

STAFF RECOMMENDED ACTION:

At the February 6, 2024, Council Meeting:
1) Read Resolution No. 2024-05 by title only
2) City Clerk reads Resolution No. 2024-05 by title only (if approved above)
3) Read Ordinance No. 2024-03 by title only for the first time
4) City Clerk reads Ordinance No. 2024-03 by title only (if approved above)

At the February 20, 2024, Council Meeting:
5) Adopt Resolution No. 2024-05
6) Read Ordinance No. 2024-03 by title only for the final time
7) City Clerk reads Ordinance No. 2024-03 by title only (if approved above)
8) Adopt Ordinance No. 2024-03

Executive Summary:

The proposed amendment includes additions to Table 10-40.30.060.B: Public and Open Space Zone – Allowed Uses to permit Duplex Dwellings, Multi-Family Dwellings, Attached Single-family Dwellings, and Detached Single-family Dwellings within the PF zone utilizing the HR zone development standards including density, lot coverage, building height, and setbacks.
On January 10, 2023 the Planning and Zoning Commission recommended by a vote of 3-1 approval of the proposed amendment.

Financial Impact:

There are no anticipated financial impact affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

The code amendment will implement an adopted Policy and Initiative from the 10-Year Housing Plan. Speciffically, Policy Create 4: Amend the Flagstaff Zoning Code to facilitate the development of all housing types, and Create 4.3 Explore adding affordable housing as an allowed use in the Public Facilities (PF) zone.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Achieve a well-maintained community through comprehensive & equitable code compliance, & development that is compatible with community values.

Carbon Neutrality Plan

Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that residents can live within walking distance to their daily needs.

Regional Plan

Staff's analysis of the Regional Plan's goals and policies is included below under Key Considerations under the Zoning Code Text Amendment Criteria heading, Finding #1 of this report.

Has There Been Previous Council Decision on This:

There has not been a previous City Council decision on this ordinance.

Options and Alternatives:

The City Council may adopt, modify, or deny the proposed amendment.

Background/History:

The Flagstaff City Council adopted Resolution No. 2022-52 on November 1, 2022. This resolution states that the Mayor and City Council require if a City-owned building or property is being vacated by the City, that the Housing Section first have the opportunity to evaluate the property. This evaluation would be to determine the feasibility of repurposing or developing the property in a manner that supports increasing the number of available and affordable housing units, including but not limited to: converting to municipally operated Affordable Housing; seeking a public-private partnership; or exploring shared equity models of development. Many City-owned properties are located within the PF zone which does not currently permit the residential uses that are encouraged by this resolution. This amendment proposes to make these uses permitted within the PF Zone to support this resolution.

There are currently 181 parcels located within the PF zone. The City owns 40% of all the parcels within the PF zone. Northern Arizona University owns 29% of the properties within the PF zone and is not required to comply with the City's Zoning Ordinance. Flagstaff Unified School District owns 9% of the parcels within the PF zone and other governments or quasi-public agencies (APS, museums, County, Unisource, and Lowell) own 12% of all the parcels. The remaining 10% of all the PF zoned parcels fall under private ownership.

Key Considerations:

The Planning Director shall provide a recommendation to the Planning and Zoning Commission for its review. The Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include the following: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and a recommendation on whether the amendment should be granted or denied.

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. Finding #1:
The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

Zoning has a profound impact on housing location and type, but it can also impact cost and affordability.[1] This amendment is meant to reduce the regulatory burden of rezoning public or quasi-publicly owned lands for the use of housing. The Flagstaff 10-Year Housing Plan supports the proposed amendment through the following policy:

> Create 4: Amend the Flagstaff Zoning Code to facilitate the development of all housing types.
> Create 4.3 Explore adding affordable housing as an allowed use in the Public Facilities (PF) Zone.

This amendment is not intended for housing to compete with existing land resources for recreation and open space. Most properties designated for specific use are protected by additional factors such as existing ordinances or deed restrictions. Open space and recreational uses are generally compatible with residential uses and there may be opportunities to create public-private partnerships that help deliver both needed resources in the Flagstaff community.

The Flagstaff 10-Year Housing Plan was adopted after the most recent Regional Plan and also includes provisions for updates to existing policies to support the increase of housing throughout the community. The existing Regional Plan supports this proposed amendment with the following policies:

> NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
> NH.3.3. Increase the availability of affordable housing for very-low income persons, through innovative and effective funding mechanisms.

B. Finding #2
The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;
The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed provisions are intended to reduce the cost of housing within areas currently zoned Public Facility. Properties owned by the City of Flagstaff will fall under the discretion and review of the Flagstaff City Council.

C. Finding #3
The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.
The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

---

[1] Flagstaff 10-year Housing Plan

Community Involvement:

Persons of interest on file with the Planning and Development Services Section of the Community Development Division were notified by direct mail and an ad was placed in the Arizona Daily Sun on December 22, 2023, noticing the Planning and Zoning Commission public hearing. As of the date of this report, staff has received two emails with questions about the amendment and one public comment that was sent directly to Council on the proposed amendment.

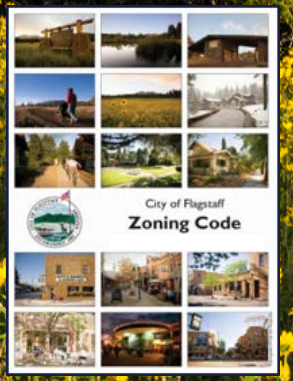
Attachments: Presentation
Res. 2024-05
PZ-23-00136: Residential Uses in the PF Zone
Ord. 2024-03
PZ-23-00136 Housing Statement

Zoning Code Amendment
Table 10-40.30.060.B
Residential Uses in the Public Facility (PF) Zone

PZ-23-00136

Tiffany Antol, AICP
Zoning Code Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



Residential Uses in the Public Facility (PF) Zone

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

Modify Table 10-40.30.060.B: Public and Open Space Zones – Allowed Uses to permit Duplex Dwellings, Multi-Family Dwellings, Attached Single-family Dwellings, and Detached Single-family Dwellings within the PF zone utilizing the HR zone development standards including density, lot coverage, building height, and setbacks.

Section 10-20.30.060 Neighborhood Meeting currently requires that any change of use within the Public Facility (PF) zone requires a neighborhood meeting. Since none of the existing PF zoned parcels are currently developed with any proposal for housing would be considered a change of use triggering this requirement.

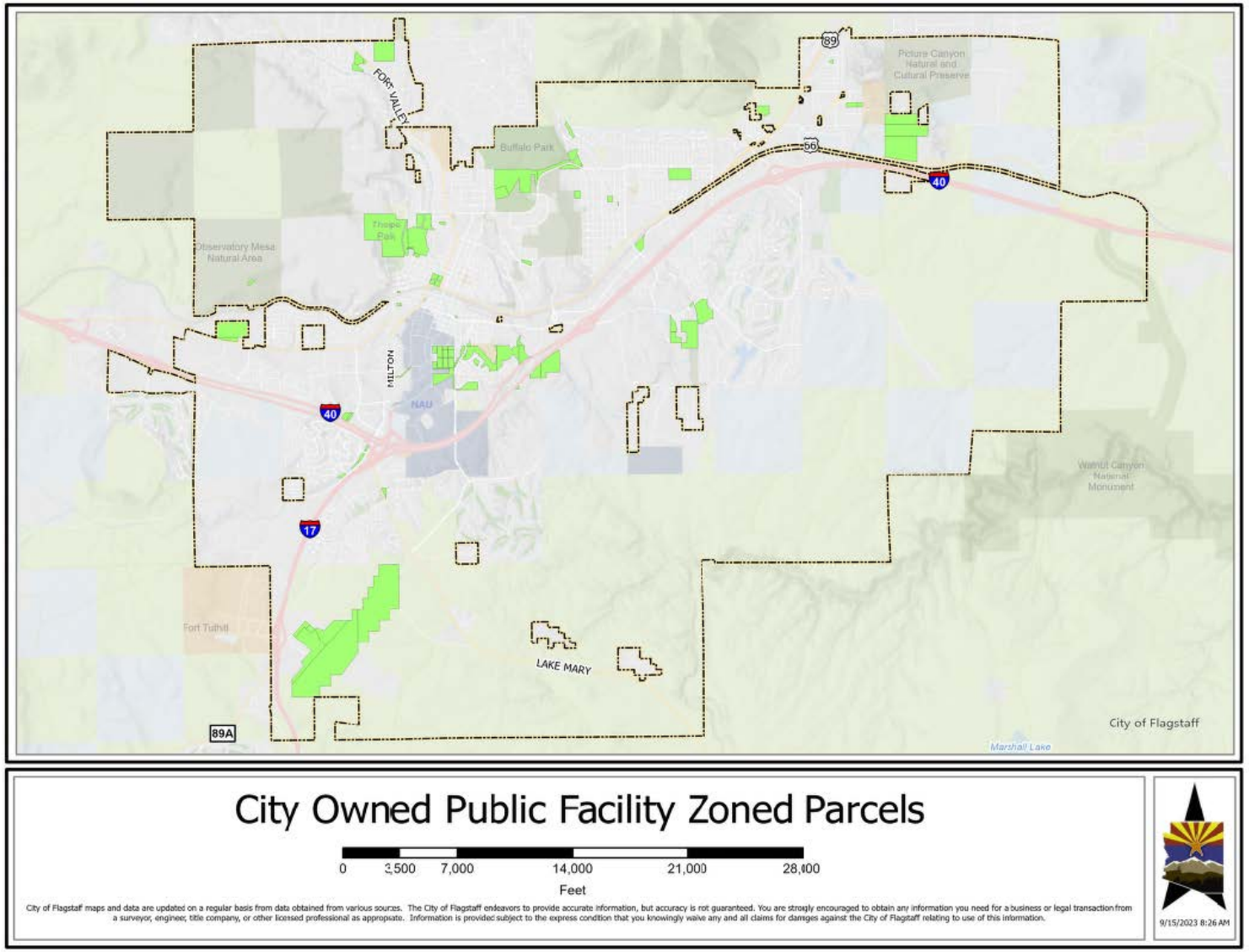
Residential Uses in the Public Facility (PF) Zone

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

The Flagstaff City Council adopted Resolution No. 2022-52 on November 1, 2022. This resolution states that the Mayor and City Council require if a City-owned building or property is being vacated by the City, that the Housing Section first have the opportunity to evaluate the property.

Residential Uses in the Public Facility (PF) Zone



There are currently 181 parcels located within the PF zone.

- The City owns 40% of all the parcels within the PF zone
- Northern Arizona University owns 29% of the properties within the PF zone and is not required to comply with the City's Zoning Ordinance
- Flagstaff Unified School District owns 9% of the parcels within the PF zone
- Other governments or quasi-public agencies (APS, museums, County, Unisource, and Lowell) own 12% of all the parcels.
- Remaining 10% of all the PF zoned parcels fall under private ownership.

Residential Uses in the Public Facility (PF) Zone

Staff Recommendation

Findings for Zoning Code Text Amendments:

(1) The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

(2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and

(3) The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

Residential Uses in the Public Facility (PF) Zone

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

Zoning has a profound impact on housing location and type, but it can also impact cost and affordability. This amendment is meant to reduce the regulatory burden of rezoning public or quasi-publicly owned lands for the use of housing. The Flagstaff 10-Year Housing Plan supports the proposed amendment through the following policy:

- Create 4: Amend the Flagstaff Zoning Code to facilitate the development of all housing types.
    - Create 4.3 Explore adding affordable housing as an allowed use in the Public Facilities (PF) Zone.

The existing Regional Plan supports this proposed amendment with the following policies:

- NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
- NH.3.3. Increase the availability of affordable housing for very-low income persons, through innovative and effective funding mechanisms.

Residential Uses in the Public Facility (PF) Zone

The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.

The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed provisions are intended to reduce the cost of housing within areas currently zoned Public Facility. Properties owned by the City of Flagstaff will fall under the discretion and review of the Flagstaff City Council.

Residential Uses in the Public Facility (PF) Zone

The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

- The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

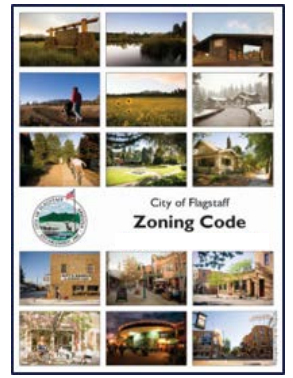
Residential Uses in the Public Facility (PF) Zone

Recommendation

Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, make a recommendation to the City Council for approval of Zoning Code Text Amendment PZ-23-00136 – Residential Uses in the Public Facility (PF) Zone.

Meeting Facilities

Questions, Comments, and Suggestions



Residential Uses in the Public Facility (PF) Zone

Conditional Use Permits

- The purpose of conditional use permits is to provide a process for reviewing uses and activities that are permitted in an applicable zone, but that require more discretionary review and the possible imposition of conditions to mitigate the effects of the proposed use.

RESOLUTION NO. 2024-05

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED *"PZ-23-00136 – RESIDENTIAL USES IN THE PUBLIC FACILITY (PF) ZONE"*

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2024-03, by first declaring said amendments to be a public record.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as *"PZ-23-00136 – Residential Uses in the Public Facility (PF) zone"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041, and said copies shall remain on file with the City Clerk.

SECTION 2. Effective Date.

This resolution shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of February, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:
A. PZ-23-00136 – Residential Uses in the Public Facility (PF) zone

Case No. PZ-23-00136 – Residential Uses in the Public Facility (PF) Zone

Provisions that are being deleted are shown in bold strikethrough
Provisions that are being added are shown in bold black text.

Section 1. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.060: Public and Open Space Zones, Table 10-40.30.060.B: Public and Open Space Zones – Allowed Uses as follows:

B. Public and Open Space Zones – Allowed Uses. The allowed land uses of each of the Public and Open Space zones are shown in Table 10-40.30.060.B.

Table 10-40.30.060.B.
Public and Open Space Zones – Allowed Uses

Land Use	Specific Use Regulations	Public and Open Space Zones		
		PF	PLF	POS
Industrial, Manufacturing, Processing and Wholesaling				
Quarrying Operations	10-40.60.280	UP	--	--
Ranching, Forestry and Animal Keeping				
Forestry		--	P	--
Ranching		--	P	--
Recreation, Education and Assembly				
Commercial Campgrounds	10-40.60.130	UP	--	--
Commercial Recreation Facilities, Indoor		UP	--	--
Commercial Recreation Facilities, Outdoor	10-40.60.270	UP	--	--
Libraries, Museums		P	--	--
Outdoor Public Uses, General		P	--	--
Open Spaces		P	P	P
Parks or Recreation Facilities				
Active Recreation		P	--	--

Table 10-40.30.060.B.

Public and Open Space Zones – Allowed Uses

Land Use	Specific Use Regulations	Public and Open Space Zones		
		PF	PLF	POS
Passive Recreation		P	P	P
Schools – Public and Charter		P	--	--
Schools – Private		UP	--	--
Universities and Colleges		P	--	--
Residential				
Employee Housing		P[1]	--	--
Dwelling, Duplex		**P[1]**	**--**	**--**
Dwelling, Multiple-Family		**P[1]**	**--**	**--**
Dwelling, Attached Single-Family		**P[1]**	**--**	**--**
Dwelling, Detached Single-Family		**P[1]**	**--**	**--**
Institutional Residential				
Congregate Care Facilities		P	--	--
Convents or Monasteries		UP	--	--
Custodial Care Facilities		UP	--	--
Homeless Shelters	10.40.60.190			
Emergency Shelters		UP		
Short Term Housing		UP		
Nursing Homes		UP		
Sheltered Care Homes		UP		
Retail Trade				
Farmers Markets and Flea Markets		P	--	--
Services				

Table 10-40.30.060.B. Public and Open Space Zones – Allowed Uses					
Land Use		Specific Use Regulations	Public and Open Space Zones		
			PF	PLF	POS
Cemeteries			UP	--	--
Governmental Offices			P	--	--
Public Services					
	Public Services Major		UP	--	--
	Public Services Minor		UP	UP	--
	Emergency Services		UP	--	--
Telecommunication Facilities					
AM Broadcasting Facilities		10-40.60.310	UP	UP	--
Antenna-Supporting Structure		10-40.60.310	UP	UP	--
Attached Telecommunication Facilities		10-40.60.310	P	P	--
Collocation Facility		10-40.60.310	P	P	--
FM/DTV/Low Wattage AM Broadcasting Facilities		10-40.60.310	P	UP	--
Stealth Telecommunication Facilities		10-40.60.310	P	P	--
Transportation and Infrastructure					
Accessory Wind Energy Systems		10-40.60.040	P	P	--
Wind Energy Production Facility			UP	P	--
Airports/Landing Strips, Heliports, or Helistops		10-40.60.060	UP	--	--
Government Service/Maintenance Facilities			P	--	--
Municipal Airports			P	--	--
Urban Agriculture					
Community Gardens		10-40.60.140	P	--	--

Table 10-40.30.060.B. Public and Open Space Zones – Allowed Uses				
Land Use	Specific Use Regulations	Public and Open Space Zones		
		PF	PLF	POS
End Notes				
1. Residential uses not including Institutional Residential uses in the PF zone shall be subject to the Building Form and Property Development Standards of the High Density Residential (HR) zone.				
Key				
P =	Permitted Use			
UP =	Conditional Use Permit Required			
-- =	Use Not Allowed			

DRAFT

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED *"PZ-23-00136 – RESIDENTIAL USES IN THE PUBLIC FACILITY (PF) ZONE"*; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend Title 10 Flagstaff Zoning Code of the Flagstaff City Code, to modify the Public Facility (PF) zone to allow residential land uses as permitted uses; and

WHEREAS, a public open house was held on October 19, 2023, to discuss the proposed Zoning Code text amendment; and

WHERAS, a citizen review session was held at the Planning Commission work session on October 25, 2023, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on January 10, 2024, and provided a recommendation to City Council on proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10- 20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as *"PZ-23-00136 – Residential Uses in the Public Facility (PF) Zone"*, one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2024-05.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. That certain document known as *"PZ-23-00136 – Residential Uses in the Public Facility (PF) Zone"*, one (1) paper copy and (1) electronic copy are on file in the office of the City Clerk of the City of Flagstaff, Arizona, which document is declared a public record by Resolution No. 2024-05 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 8. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 9. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of February, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

HOUSING IMPACT STATEMENT
PZ-23-00136 RESIDENTIAL USES IN THE PUBLIC FACILITY (PF) ZONE

Pursuant to ARS 9-462.01 (J) a Housing Impact Statement shall be considered by the City Council prior to adopting a Zoning Code Text Amendment regarding the impact of the amendment on the following:

1. A general estimate of the probable impact on the average cost to construct housing for sale or rent within the zoning districts to which the zoning text amendment applies.

   The proposed amendment does not directly impact the average cost to construct housing for sale or rent within the PF zone as residential uses are not currently permitted. This amendment will allow the construction of housing with the intention of increasing affordable housing units within the community. This amendment has the potential to reduce development costs and fees affiliated with rezoning a property.

2. A description of any data or reference material on which the proposed zoning text amendment is based.

   Flagstaff's 10-Year Housing Plan was used as reference material for the development of this proposed text amendment. This plan includes a specific strategy to allow the development of affordable housing in the Public Facility (PF) zone. Affordable housing is not a specific land use and is only possible with the inclusion of residential land uses within this zoning category.

3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning text amendment.

   Residential uses are not currently permitted in the Public Facility (PF) Zone. The principal behind this ordinance it to allow housing as a permitted use granting greater opportunity for additional housing resources with the Flagstaff community. The alternative includes requiring lands currently owned by government and quasi-governmental agencies to rezone property to allow for residential uses which can be time consuming and cost restrictive.

12. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Christina Rubalcava, Senior Assistant City Attorney CR
Co-Submitter:	Kevin Fincel
Date:	01/30/2024
Meeting Date:	02/06/2024

TITLE:

Consideration and Adoption of Resolution No. 2024-06: A resolution approving Binding Waivers of Enforcement for 3 parcels of land located in the City of Flagstaff.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-06 by title only
2. City Clerk reads Resolution No. 2024-06 by title only (if approved above)
3. Adopt Resolution No. 2024-06

Executive Summary:

On November 17, 2020, the Flagstaff City Council adopted a land use law, Ordinance 2020-28, generally referred to as the High Occupancy Housing amendments, which made various amendments to the Flagstaff Zoning Code.

Arizona Revised Statutes §12-1134 (“Prop 207”) allows a property owner to seek just compensation when a city adopts a land use law that reduces the property owner’s existing rights to use, divide, sell, or possess private real property and such action reduces the fair market value of the property.

The property owners listed in the attached Binding Waiver of Enforcement filed claims for just compensation under Prop 207, asserting that the amendments to the Flagstaff Zoning Code adopted by Ordinance 2020-28 reduced their rights to use their respective properties and thereby collectively reduced the fair market value of the three properties by approximately $2.3 million.

In response to a claim for just compensation under Prop 207, a city may reach an agreement with the property owner on the demanded compensation, deny the demanded compensation and defend such denial in litigation, amend the land use law, repeal the land use law, or issue to the property owner a binding waiver of enforcement of the land use law on the owner’s specific parcels.

If the City Council approves and adopts the attached resolution approving the Binding Waiver of Enforcement for the three properties identified therein, these properties will not be subject to the High Occupancy Housing amendments adopted by Ordinance 2020-28.

Financial Impact:

Adoption of the resolution and approval of the Binding Waivers of Enforcement will moot the pending claims for just compensation.

Policy Impact:
None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:
None.

Has There Been Previous Council Decision on This:
No.

Attachments:
Res. 2024-06
Ex. A Binding Waiver of Enforcement
Ord. 2020-28 (HOH)
Res. 2020-59 (HOH)
Presentation

RESOLUTION NO. 2024-06

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING BINDING WAIVERS OF ENFORCEMENT FOR THREE PARCELS OF LAND WITHIN THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF

RECITALS:

WHEREAS, on November 17, 2020, the Flagstaff City Council adopted Ordinance 2020-28, which made various amendments to the Flagstaff Zoning Code; and

WHEREAS, the owners identified in Exhibit A, attached hereto, owned their respective parcels of land ("Properties") on November 17, 2020; and

WHEREAS, Arizona Revised Statutes §12-1134 ("Prop 207") allows a property owner to seek just compensation when a city adopts a land use law that reduces the property owner's existing rights to use, divide, sell, or possess private real property and such action reduces the fair market value of the property; and

WHEREAS, the property owners identified in Exhibit A filed claims for just compensation under Prop 207, asserting that the amendments to the Flagstaff Zoning Code reduced their rights to use the three Properties and thereby reduced the fair market value of the Properties; and

WHEREAS, in response to a claim for just compensation under Prop 207, a city may issue to the property owner a binding waiver of enforcement of the land use law on the owner's specific parcels.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the Binding Waiver of Enforcement, which is attached hereto as Exhibit A, is hereby approved and the Mayor is authorized to execute the Binding Waiver of Enforcement, waiving enforcement of Ordinance 2020-28 as set forth therein.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of February, 2024.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A – Binding Waiver of Enforcement

WHEN RECORDED, MAIL TO:

Flagstaff City Clerk
Stacy Saltzburg
211 W. Aspen Avenue
Flagstaff, AZ 86001

BINDING WAIVER OF ENFORCEMENT

THIS BINDING WAIVER OF ENFORCEMENT (this "Waiver") is granted by the City of Flagstaff, an Arizona municipal corporation (the "City").

RECITALS:

A. On November 17, 2020, the Flagstaff City Council adopted a land use law, Ordinance 2020-28, which made various amendments to the Flagstaff Zoning Code.

B. The respective owners of the following parcels in Flagstaff (collectively "the HOH Properties") owned the Properties on the date of enactment listed above:

	APN	Property Owner	Address
1.	108-15-010	Bryan & Tiffany Antol	3731 N Patterson Boulevard
2.	101-20-004-A	Cutis, LLC	150 North Verde Street
3.	101-20-005-A	Cutis, LLC	149 North Elden Street

C. Arizona Revised Statutes §12-1134 ("Prop 207") allows a property owner to seek just compensation when a city adopts a land use law that reduces the property owner's existing rights to use, divide, sell, or possess private real property and such action reduces the fair market value of the property.

D. In late 2023, the owners of the HOH Properties filed with the City a request for just compensation pursuant to Prop 207.

E. In response to a claim for just compensation under Prop 207, a city may reach an agreement to issue to the property owner a binding waiver of enforcement of the land use law on the owner's specific parcels.

NOW, THEREFORE, the City of Flagstaff does hereby declare as follows:

1) Incorporation of Recitals. The recitals stated above are true and correct and are incorporated herein.

2) HOH Properties Binding Waiver of Enforcement. That the amendments to the Flagstaff Zoning Code adopted by Ordinance 2020-28 shall not be enforced nor applicable to the entirety, or any portion of the HOH Properties.

3) Recordation. This Binding Waiver of Enforcement shall be adopted by Resolution of the Flagstaff City Council and recorded in its entirety in the Official Records of Coconino County, Arizona, not later than ten (10) days after this Waiver takes effect.

4) Covenants Running with Land; Inurement. The covenants, conditions, terms, and provisions of this Waiver relating to use of the Properties shall run with the Properties.

5) Governing Law. This Waiver, and all rights and obligations created hereby, shall be determined and governed by the laws of the State of Arizona.

IN WITNESS WHEREOF, this Waiver is approved by the Flagstaff City Council through the adoption of Resolution 2024-____.

City of Flagstaff

_____

Mayor

Attest:

_____

City Clerk

Approved as to Form:

_____

City Attorney

STATE OF ARIZONA)
COUNTY OF COCONINO)

ACKNOWLEDGMENT

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared Becky Daggett, Mayor of the City Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

_____

Notary Public

My Commission Expires: _____

ORDINANCE NO. 2020-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED *"CASE NO. PZ-19-00125 UPDATES TO ZONING CODE 2020 – HIGH OCCUPANCY HOUSING LAND USE"*; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend Title 10 Flagstaff Zoning Code of the Flagstaff City Code, to implement the High Occupancy Housing Plan by adopting modifications to the land use and property development tables, specific to use standards, parking standards, definitions, and the appendixes; and

WHEREAS, a citizen review session was held at the Planning Commission work session on September 23, 2020, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on October 28, 2020, and provided a recommendation to City Council on proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10- 20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as "*Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use*", one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2020-59.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. That certain document known as "*Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use*", one(1) paper copy and (1) electronic copy are on file in the office of the City Clerk of the City of Flagstaff, Arizona, which document is declared a public record by Resolution No. 2020-59 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

SECTION 3. The Zoning Code text amendment is consistent with and conforms to the goals of the Regional Plan.

SECTION 4. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 8. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 9. Effective Date

This resolution shall be effective on March 1, 2021.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of November, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. 2020-59

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "*CASE NO. PZ-19-00125 UPDATES TO ZONING CODE 2020 – HIGH OCCUPANCY HOUSING LAND USE*"

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2020-59, by first declaring said amendments to be a public record.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as *"Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041, and said copies shall remain on file with the City Clerk.

SECTION 2. Effective Date.

This resolution shall be effective on March 1, 2021.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of November, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
A. Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use

Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use

Amendment for Adoption in Flagstaff Zoning Code

HOW TO READ THIS DOCUMENT

Unless otherwise stated, existing provisions that are being deleted are shown in bold red strikethrough text, like this: ~~**Provisions that are being deleted are shown with a bold red strikethrough text.**~~

Provisions that are being added are shown in bold blue text, like this: **Provisions that are being added are shown in bold blue text.**

Graphics/Figures that are being deleted are indicated with an "X" over the graphic/figure.

Graphics/Figures that are being added are indicated with a border  around the graphic/figure.

Tables that are being deleted are indicated with an "X" over the Tables.

Tables that are being added are indicated with a thick border  around the Tables.

Bold blue capitalized text, **BOLD BLUE CAPITALIZED TEXT LIKE THIS**, are additions that the City Council made at the November 17, 2020 City Council Meeting

Section 1. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.030 Residential Zones, Subsection B. Residential Zones – Allowed Uses, as follows:

Section 10-40.30.030 Residential Zones

B. Residential Zones – Allowed Uses. The allowed land uses of each of the Residential Zones are shown in Table 10-40.30.030.B.

Table 10-40.30.030.B.
Residential Zones – Allowed Uses.

Primary Land Use[1]	Specific Use Regulations	Residential Zones						
		RR	ER	R1	R1N	MR	HR	MH
Ranching, Forestry and Animal Keeping								
Animal Keeping	10-40.60.070	P[6]	P[6]	--	--	--	--	--
Recreation, Education and Assembly								
Commercial Campgrounds	10-40.60.130	UP	--	--	--	--	--	--
Equestrian Recreational Facilities		UP	UP	UP	--	--	--	--
Golf Courses and Facilities		UP	UP	UP	--	--	--	--

Libraries, Museums		UP	UP	UP	UP	UP	UP	UP
Meeting Facilities, Public and Private	10-40.60.230							
Regional		--	--	--	--	--	--	--
Neighborhood		P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]	P/UP[2]
Outdoor Public Uses, General		P	P	P	--	P	P	P
Places of Worship		P/UP[5]	P/UP[5]	P/UP[5]	P/UP[5]	P/UP[5]	P/UP[5]	P/UP[5]
Schools – Private		P	P	P	P	P	P	P
Schools – Public and Charter		P[3]	P[3]	P[3]	P[3]	P	P	P[3]
Trade Schools		--	--	--	--	--	--	--
Residential								
Co-housing	10-40.60.120	P	P	PRD	--	P	P	--
Congregate Care Facilities		UP	UP	UP	UP	P	P	UP
Day Care, Centers	10-40.60.150.B	UP	UP	UP	UP	UP	UP	UP
Day Care, Home	10-40.60.150.A	P	P	P	P	P	P	P
Development, Duplex		PRD	PRD	PRD	P	P	P	--
Development - Cluster, Single-Family	10-40.60.170	P	P	— PRD	--	--	--	--
Development, Multiple-Family		PRD	PRD	PRD	--	P	P	--
Development, Single-Family		P	P	P	P	PRD[4]	PRD[4]	P
Dormitories		--	--	--	--	UP	UP	--
Group Home		P	P	P	P	P	P	P
High Occupancy Housing Development, Single-Family	**10-40.60.175**	**UP**	**UP**	**UP**	**UP**	**UP/PRD**	**UP/PRD**	**UP**
High Occupancy Housing Development, Two-units	**10-40.60.175**	**UP/PRD**	**UP/PRD**	**UP/PRD**	**UP**	**UP**	**UP**	**--**
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP/PRD**	**UP/PRD**	**UP/PRD**	**--**	**UP**	**UP**	**--**

High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP/PRD**	**UP/PRD**	**UP/PRD**	**--**	**UP**	**UP**	**--**
Home Occupation	10-40.60.180	P	P	P	P	P	P	P
Institutional Residential								
Custodial Care Facilities		UP	UP	UP	UP	UP	UP	UP
Homeless Shelters	10-40.60.190							
Emergency Shelters		UP	UP	UP	UP	UP	UP	UP
Short Term Housing		UP	UP	UP	UP	UP	UP	UP
Transitional Housing		UP	UP	UP	UP	UP	UP	UP
Sheltered Care Homes		UP	UP	UP	UP	UP	UP	UP
Nursing Homes		--	UP	UP	UP	UP	UP	UP
Live/Work	10-40.60.200	--	--	--	--	UP/PRD	UP/PRD	--
Manufactured Home	10-40.60.210	--	--	--	--	--	--	P
Manufactured Home Park	10-40.60.210.D	--	--	--	--	--	--	P
Manufactured Home Subdivision	10-40.60.210.C	--	--	--	--	--	--	P
Mobile Home		--	--	--	--	--	--	P
Planned Residential Development	10-40.60.280	P	P	P	P	P	P	--
~~**Rooming and Boarding Facilities**~~		~~--~~	~~**UP**~~	~~--~~	~~--~~	~~**UP**~~	~~**UP**~~	~~**UP**~~
Single Room Occupancy, Fraternities and Sororities		--	--	--	--	UP	UP	--
Retail Trade								
Neighborhood Market								
≤ 1,500 sf		--	--	UP	--	--	--	UP
≤ 2,500 sf		--	--	--	--	UP	--	--
≤ 5,000 sf		--	--	--	--	--	UP	--
Offices		--	--	--	--	--	UP	--

Services								
Bed and Breakfast Establishments	10-40.60.110	P	P	P	P	P	P	P
Cemeteries		UP	UP	UP	--	UP	UP	UP
Hospitals		UP	UP	UP	UP	UP	UP	UP
Public Services								
Emergency Services		UP	UP	UP	UP	UP	UP	UP
Public Services Minor		P	P	P	P	P	P	P
Public Services Major		--	--	--	--	--	--	--
Telecommunications Facilities								
AM Broadcasting Facilities	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Antenna-supporting Structure	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Attached Telecommunication Facilities	10-40.60.310	P	P	P	P	P	P	P
Colocation Facility	10-40.60.310	P	P	P	UP	P	P	P
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Stealth Telecommunication Facilities	10-40.60.310	P	P	P	P	P	P	P
Transportation and Infrastructure								
Accessory Wind Energy Systems	10-40.60.040	P	P	P	--	P	P	P
Urban Agriculture								
Community Garden	10-40.60.140	P	P	P	P	P	P	P
Nurseries		UP	--	--	--	--	--	--

End Notes
1. A definition of each listed use type is in Chapter 10-80, Definitions.
2. A conditional use permit is required if liquor is sold or if facilities exceed 250 seats.
3. Charter schools proposed in existing single-family residences shall be located on residential lots one acre or greater. Charter schools shall be subject to the review processes established in A.R.S. §15-189.01., as amended.

4.	Existing single-family uses and lots recorded in MR and HR, prior to the effective date of this Zoning Code, are considered legal, conforming uses.
5.	A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.
6.	Use is allowed only on a lot or parcel with a net lot area of five acres, or greater.

Key	
P	= Permitted Use
UP	= Conditional Use – Requires the Approval of a Conditional Use Permit
PRD	= Allowed Use only when part of a Planned Residential Development (see Section 10-40.60.280)
UP/PRD	= Conditional Use – Requires the Approval of a Conditional Use Permit, and the use shall be part of a Planned Residential Development (see Section 10-40.60.280)
- -	= Use Not Allowed

Section 2. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.030 Residential Zones, Subsection C. Residential Zones – Building Form Standards and Property Development Standards, as follows:

10-40.30.030 Residential Zones

C. Residential Zones – Building Form Standards and Property Development Standards. The building form and property development standards shown in Table 10-40.30.030.C. shall apply to all property within the corresponding residential zone.

Table 10-40.30.030.C.
Residential Zones – Building Form and Property Development Standards.

	Residential Zones						
	RR	**ER**	**R1**	**R1N**	**MR**	**HR**	**MH**
Residential development subdivided by a plat that was recorded before December 5, 2011							
Lot sizes	(1) Lot sizes and setbacks shall be provided in accordance with the requirements delineated on the final plat approved by the City Council and recorded. When a recorded plat does not have setbacks delineated, the Building Placement Requirements of this table shall govern. (2) Any lot(s) created or reconfigured in accordance with the subdivision code shall conform with the current requirements of						
Setbacks							

	the property's zone, unless alternate lot sizes and setbacks are approved by the City Council on a final plat that is recorded.						
Building Placement Requirements							
Setbacks							
Front (min.)							
2nd Floor and Below	75'	50'	15'	15'	10'	10'	15'
Above 2nd Floor	75'	50'	15'	15'	15'	15'	15'
For Parking	--	--	25'[1]	--	--	--	--
Side (min.)							
Side Yard	10'	20'min./ 45'total	8'	6'	5'	5'	8'
Street Side Yard	25'	20'	15'	6'	5'	5'	12'
Rear (min.)	10'	60'	25'[2]	15'	15'[3]	15'[3]	10'
Building Form Requirements							
Building Height (max.)[12,13, and 14]	35'	35'	35'	35'	35'	60'[4]	30'
Coverage (max.)	20%	17%	35%	35%	40%	50%	43%
Density Requirements (See Division 10-30.20, Affordable Housing Incentives)							
Gross Density (units/acre)							
Min.	--	--	2	2	6	10	--
~~**Max. Outside the RPO**~~	~~**1**~~	~~**1**~~	~~**6**~~	~~**14**~~	~~**14**~~	~~**29**[5]~~	~~**11**~~
Maximum without the Resource Protection Overlay (RPO)	**1**	**1**	**6**	**14**	**14**	**29**[5]	**11**
Maximum with the RPO, inside of a pedestrian shed of an activity center[(18)]	**1**	**1**	**6**	**14**	**14**	**29**[5]	**11**
~~**Max. Within the RPO**~~ **Maximum with the RPO, outside of a pedestrian shed of an activity center**[(18)]	1	1	5	--	9	22	4
Multiple-Family Developments with four dwelling units or more, Bedrooms per Acre							
Maximum without the RPO	**---End note 15---**		**15**	**--**	**35**	**72.5**	**--**
Maximum without the RPO with a Conditional Use Permit for a High Occupancy Housing Development inside of a	**---End note 16---**		**21**	**--**	**49**[17]	**101.5**[17]	**--**

pedestrian shed of an activity center[18]							
Maximum with the RPO	**---End note 15---**	**12.5**	**--**	**22.5**	**55**	**--**
Maximum with the RPO and a Conditional Use Permit for a High Occupancy Housing Development inside of a pedestrian shed of an activity center[18]	**---End note 16---**	**17.5**	**--**	**31.5[17]**	**77[17]**	**--**
Lot Requirements							
Area							
Gross (min.)	1 ac[6]	1 ac	6,000 sf	6,000 sf	6,000 sf	6,000 sf	5 ac
Per Unit (min.)	1 ac[6]	1 ac	6,000 sf	3,000 sf	End note 5	End note 5	4,000 sf
Width							
Interior Lots (min.)	100'[7]	149'[8]	60'[8,9]	50'	50'[8,9]	50'[8,10]	--
Corner Lots (min.)	100'[7]	149'[8]	60'[8,9]	50'	50'[8,9]	50'[8,10]	--
Depth (min.)	200'[7]	--	100'[8]	100'	100'[8]	75'[8,10]	--
Other Requirements							
Open Space (% of Development Site Area)[11]	--	--	--	--	See Table 10-40.30.030.A		
Fences and Screening	See Division 10-50.50						
Landscaping	See Division 10-50.60						
Lighting	See Division 10-50.70						
Parking	See Division 10-50.80						
Signs	See Division 10-50.100						

End Notes

1. 15' for side entrance garages, where the garage is designed as an integral element of the primary dwelling (i.e., doors and windows are consistent with the overall architectural character).
2. One or two story residential buildings and decks attached to those buildings may be built to 15' from the rear property line; provided, that any portion of the structure located closer than 25' to the rear property line does not exceed 50% of the lot width.
3. May be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard area per unit is provided, see Section 10-40.30.030(H).
4. Building height can be exceeded with approval of a Conditional Use Permit.
5. The maximum number of units for each lot is based on the following:

Area of Lot	Required Lot Area Per Dwelling Units
5,000 to 14,000 square feet	2,500 square feet
14,001 to 24,000 square feet	2,000 square feet
24,001 square feet and over	1,500 square feet

6. Five-acre minimum where public water supply and public streets are not available to serve the property.

7. Where public water supply and public streets are not available to serve the property a minimum lot width of 200' and lot depth of 250' are required.

8. Within a Planned Residential ~~Development~~ **Development,** the minimum width and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a Planned Residential Development (See Section 10-40.60.280, Planned Residential Development).

9. Lot width measured at the setback line.

10. On lots greater than 9,000 sf: 70' minimum width on interior lots, 75' minimum width on corner lots and 100' minimum depth on all lots.

11. ~~Any required common~~ **Common** open space as required in Division 10-50.110, Specific to Building Types, and areas set aside for resource preservation such as floodplains, slopes and forests (Division 10-50.90, Resource Protection Standards) may be used to satisfy this standard. In this context, **"open space" includes active and passive recreation uses, landscape areas, and community gardens.**

12. Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height.

13. The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code.

14. Steeples, solar collectors, towers and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the **maximum building height allowed for property's zone. The total area of the referenced allowances** above the building height shall not exceed 20 percent of the total roof area.

15. Multiple-Family Developments are allowed 3 bedrooms for the first acre of a Development Site and 2.5 bedrooms per acre for each additional acre of a Development Site.

16. Multiple-Family Developments are allowed 4 bedrooms for the first acre of a Development Site and 3.5 bedrooms per acre for each additional acre of a Development Site.

17. Additional bedrooms per acre may be approved on a lot or parcel inside of a pedestrian shed of a Regional Activity Center delineated on the General Plan or applicable Specific Plan with an HOHD Conditional Use Permit.

18. Activity centers are delineated on the General Plan or applicable Specific Plan.

Key
- - Not Applicable

Section 3. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.040 Commercial Zones, Subsection B. Commercial Zones – Allowed Uses., as follows:

10-40.30.040 Commercial Zones

B. **Commercial Zones – Allowed Uses.** The allowed land uses of each of the Commercial zones are shown in Table 10-40.30.040.B.

Table 10-40.30.040.B.

Commercial Zones – Allowed Uses

Primary Land Use[1]	Specific Use Regulations	Commercial Zones				
		SC	CC	HC	CS	CB
Industrial, Manufacturing, Processing and Wholesaling						
Carpenter or Cabinet Shops		--	--	--	P	-
Flammable Liquid, Gas, and Bulk Fuel – Storage and Sale		--	--	UP	--	
Machine or Metal Working Shops		--	--	--	P	--
Manufacturing and Processing – Incidental		--	P	P	P	P
Micro-brewery or Micro-distillery	10-40.60.240	--	P	P	P	P
Mini-storage Warehousing	10-40.60.250	--	--	UP[2]	P	--
Research and Development Uses	10-40.60.300	--	--	UP	--	--
Transportation or Trucking Yards		--	--	--	P	--
Vehicle Towing/Impound Yard		--	--	P[4]	--	--
Warehousing	10-40.60.330	--	P[3]	P[3]	--	P[3]

Wholesaling and Distribution		--	--	--	P	P[3]
Recreation, Education and Assembly						
Automobile, Go-kart, Miniature Automobile Racing	10-40.60.080	--	UP	UP	--	--
Commercial Campgrounds	10-40.60.130	--	--	P	--	--
Commercial Recreation Facilities, Indoor		P	P	P	--	P
Commercial Recreation Facilities, Outdoor	10-40.60.270	--	UP	UP	--	--
Libraries, Museums		P	P	P	P	P
Meeting Facilities, Public or Private	10-40.60.230					
Regional		--	P/UP[5]	P/UP[5]	P/UP[5]	P/UP[5]
Neighborhood		P[5]	P/UP[5]	--	--	--
Outdoor Public Uses, General		P	P	P	--	--
Places of Worship		P/UP[10]	P/UP[10]	P/UP[10]	P/UP[10]	P/UP[10]
Schools – Public and Charter		P	P	P	P	P
Schools – Private		P	P	P	P	P
Theaters		P	P	P	--	P
Trade Schools		--	UP	UP	UP	UP
Residential[7]						
Co-housing	10-40.60.120	P[6]	P[6]	P[6]	P[6]	P[6]
Congregate Care Facilities		UP	P	P	P	UP
Day Care, Centers	10-40.60.150.B	P	P	P	UP	UP
Day Care, Home	10-40.60.150.A	P	P	P	P	P
Development, Duplex		P[6]	P[6,9]	P[6]	P[6]	P[6]
Development, Multiple-Family		P[6]	P[6]	P[6]	P[6]	P[6]
Development, Single-Family		--	P[9]	--	--	--

Dormitories		UP[6]	UP[6]	UP[6]	UP[6]	UP[6]
Fraternities and Sororities		UP[6]	UP[6]	UP[6]	UP[6]	UP[6]
Group Homes		P[6]	P[6]	P[6]	P[6]	P[6]
High Occupancy Housing Development, Single-Family	**10-40.60.175**	--	**UP**	--	--	--
High Occupancy Housing Development, Two-units	**10-40.60.175**	**UP[6]**	**UP[6]**	**UP[6]**	**UP[6]**	**UP[6]**
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP[6]**	**UP[6]**	**UP[6]**	**UP[6]**	**UP[6]**
High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP[6]**	**UP[6]**	**UP[6]**	**UP[6]**	**UP[6]**
Home Occupation	10-40.60.180	P	P	P	P	P
Institutional Residential						
Custodial Care Facilities		P[8]	P[8]	P[8]	P[8]	P[8]
Homeless Shelters	10-40.60.190					
Emergency Shelters		P[8]	P[8]	P[8]	P[8]	P[8]
Short Term Housing		P[8]	P[8]	P[8]	P[8]	P[8]
Transitional Housing		P	P	P	P	P
Nursing Homes		UP	UP	UP	UP	UP
Sheltered Care Homes		P	P	P	P	P
Live/Work	10-40.60.200	P	P	P	P	P
Planned Residential Development	10-40.60.280	P/UP	P/UP[9]	UP	UP	UP
Residence for Owner, Caretaker or Manager		P[6]	P[6]	P[6]	P[6]	P[6]
~~**Rooming and Boarding Facilities**~~		~~**UP[6]**~~	~~**UP[6]**~~	~~**UP[6]**~~	~~**UP[6]**~~	~~**UP[6]**~~

Single Room Occupancy		UP	--	P	--	P
Retail Trade						
Bars/Taverns		P	P	P	P	P
Crematorium		P	P	P	P	--
Drive-through Retail	10-40.60.160	P	P	P	--	--
Drive-through Service		P	P	P	--	--
Farmers Markets and Flea Markets		--	P	P	P	P
General Retail Business		P	P	P	P	P
Mixed Use	10-40.60.260	P	P	P	P	P
Mixed-Use High Occupancy Housing Development	**10-40.60.175 and 10-40.60.260**	**UP**	**UP**	**UP**	**UP**	**UP**
Restaurant or Cafe		P	P	P	P	P
Services						
Bed and Breakfast Establishments	10-40.60.110	P	P	P	P	P
Cemeteries		UP	UP	UP	UP	--
Dry-cleaning, Processing		P	P	P	--	--
Equipment Rental Yard		--	UP	P	P	--
Funeral Homes, Chapels and Mortuaries		--	P	P	--	UP
General Services		P	P	P	P	P
Hospital		UP	UP	UP	UP	UP
Kennel, Animal Boarding	10-40.50.195			UP [11]		
Medical Marijuana Dispensary	10-40.60.220	--	--	P	--	--
Office		P	P	P	P	P
Public Services						
Public Services Major		--	--	--	--	--

	Public Services Minor		P	P	P	P	P
	Emergency Services		UP	UP	UP	UP	UP
Travel Accommodations			UP	--	P	--	P
Veterinary Clinics			P	P	P	P	--
Veterinary Hospitals			--	--	UP	UP	--
Telecommunication Facilities							
AM Broadcasting Facilities		10-40.60.320	UP	UP	UP	UP	UP
Antenna-Supporting Structure		10-40.60.320	UP	UP	UP	UP	UP
Attached Telecommunication Facilities		10-40.60.320	P	P	P	P	P
Collocation Facility		10-40.60.320	P	P	P	P	P
FM/DTV/Low Wattage AM Broadcasting Facilities		10-40.60.320	P	P	P	P	P
Stealth Telecommunication Facilities		10-40.60.320	P	P	P	P	P
Transportation and Infrastructure							
Accessory Wind Energy Systems		10-40.60.040	P	P	P	P	P
Garages, Off-Street			P	P	P	P	P
Parking Lots, Off-Street		10-50.80	P	P	P	P	P
Passenger Transportation Facilities			--	--	UP	UP	UP
Urban Agriculture							
Community Gardens		10-40.60.140	P	P	P	P	P
Food Production			--	--	UP[2]	UP[2]	--
Vehicle Sales and Services							
Automobile Service Station and Convenience Store		10-40.60.090	P	P	P	P	--

Automobile and Trailer Rental		--	--	P	P	--
Automobile/Vehicle Sales and Service, New and Used		--	UP	P	P	UP
Automobile/Vehicle Repair Garages – Minor	10-40.60.100	--	UP	P	P	--
Automobile/Vehicle Repair Garages – Major	10-40.60.100	--	--	P	P	--
Car Washes		P	P	P	--	--
Mobile Homes and Recreational Vehicles, Sales, and Service		--	--	P	--	--

End Notes

1. A definition of each listed use type is in Chapter 10-80, Definitions.
2. Only allowed on lots that do not have highway frontage or behind existing/new commercial uses.
3. Only permitted when incidental to permitted use.
4. This use shall be screened. See Division 10-50.50, Fences and Screening, for fencing and screening requirements.
5. A conditional use permit is required if liquor is sold or if facilities exceed 250 seats.
6. Residential uses with more than two units are allowed as part of a mixed-use development located above or behind the commercial uses, or as a planned residential development ~~(Section 10-40.60.280)~~.
7. Residential uses in the CC, HC, CS and CB zones, and residential uses and properties listed on the National Historic Registry or within the Landmarks overlay zone existing prior to the effective date of this Zoning Code are considered legal, nonconforming uses. Residential uses in the CC, HC, CS and CB zones shall be subject to the development standards established in the HR zone.
8. Conditional use permit is required if proximity between shelter facilities is less than one-quarter mile.
9. Single-family and duplex land uses are permitted by right on lots ≤9,000 sf and existing prior to November 1, 2011, subject to the building placement and building form requirements of the MR zone.
10. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.
11. Outdoor kenneling of animals is prohibited.

Key

P = Permitted Use
UP = Conditional Use Permit Required
-- = Use Not Allowed

Section 4. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.040 Commercial Zones, Subsection C. Commercial Zones – Building Form Standards., as follows:

Section 10-40.30.040 Commercial Zones

C. Commercial Zones – Building Form and Property Development Standards. The building form and property development standards shown in Table 10-40.30.040.C. shall apply to all property with the corresponding commercial zones.

Table 10-40.30.040.C.
Commercial Zones – Building Form and Property Development Standards

	Commercial Zones				
	SC	**CC**	**HC**	**CS**	**CB**
Building Placement Requirements					
Setback from property line					
Front (Also see Section 10-50.60.040.B)	15'[1]	0'	0'[2]	0'	0'
Side					
Adjacent to Residential Use	---------- 15' min.[6] ----------				
Street Side (min.)	10'[3]	10'[3]	10'[3]	10'[3]	0'
All Other sides	---------- 0' ----------				
Rear					
Adjacent to Residential	---------- 15' min. ----------				
All Other rears	---------- 0' ----------				
Building Form Requirements					
Building Height (max.)[8, 9, 10]	35'	60'[4, 7]	60'[4]	60'[4]	60'[4]
Gross FAR (max.)	0.8	2.5	3.0	2.0	No max.
Density Requirements					
Gross Density (units/acre) ~~(max.) (Not Applicable to Mixed Use)~~					
~~Areas of the City without the Resource Protection Overlay (RPO)~~ **Maximum without the Resource Protection Overlay (RPO)**	~~13~~ **13[11]**	---------- ~~29~~ **29[11]** ----------			
~~Areas of the City inside of a pedestrian shed of an activity center delineated on the General Plan, with or without the RPO~~ **Maximum with the RPO, inside of a pedestrian shed of an activity center[(13)]**	~~13~~ **13[11]**	---------- ~~29~~ **29[11]** ----------			
~~Areas of the City with RPO, excluding areas of the City inside of a pedestrian shed of an activity center delineated on the General Plan~~	~~13~~ **13[11]**	---------- ~~22~~ **22[11]** ----------			

	Maximum with the RPO, outside of a pedestrian shed of an activity center[(13))]					
Maximum Bedroom Requirements						
Bedrooms per Acre on a Development Site with Four Dwelling Units or More						
	Maximum without the RPO for a development	**35[12]**	**---------- 72.5[12]----------**			
	Maximum with the RPO inside of a pedestrian shed of an activity center[(13)]	**35[12]**	**---------- 72.5[12]----------**			
	Maximum with the RPO inside of a pedestrian shed of an activity center[(13)]	**35[12]**	**---------- 55[12]----------**			
Lot Requirements						
Area (Gross sf) (min.)[5]		6,000	9,000	9,000	9,000	7,000
Width (min.)[5]		50'	60'	60'	60'	50'
Depth (min.)[5]		100'	100'	100'	100'	--
Open Space						
Developments with Two or More Dwelling Units		---------- 15 percent of the net lot area ----------				
Other Requirements						
Fences and Screening		See Division 10-50.50				
Landscaping		See Division 10-50.60				
Outdoor Lighting		See Division 10-50.70				
Parking		See Division 10-50.80				
Signs		See Division 10-50.100				

End Notes

1. Front setbacks shall be equal to 15' or match adjacent residential development, whichever is less.
2. No front setback required, except when required by the adoption of building setback lines along specified streets.
3. Setback may be reduced to 5' min., if the landscape street buffer is reduced in accordance with Section 10-50.60.040(B), Nonresidential Zone Buffers.
4. Conditional use permit required for structures over 60' in height.
5. Within a planned residential development, the minimum area, width, and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a planned residential development (see Section 10-40.60.280, Planned Residential Development).
6. Except that the setback from a proposed residential use in a commercial zone to other residential uses shall be 5' min.
7. Single-family dwellings and duplexes in the CC zone shall be limited to a maximum height of 35 feet consistent with the height standard for the MR zone.
8. Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height.
9. The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional

	height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code.
10.	Steeples, solar collectors, towers and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the maximum building height allowed for property's zone. The total area of the referenced allowances above the building height shall not exceed 20 percent of the total roof area.
11. Additional density may be approved with an HOHD or MHOHD Conditional Use Permit.	
12. Additional bedrooms per acre may be approved with an HOHD or MHOHD Conditional Use Permit.	
13. Activity centers are delineated on the General Plan or applicable Specific Plan.	

Section 5. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.050 T3 Neighborhood I (T3N.1) Standards, H. Allowed Uses, as follows:

10-40.40.050 T3 Neighborhood I (T3N.1) Standards

H. Allowed Uses					
Land Use[1]	**Specific Use Regulations**	**T3N.1**	**Land Use[1]**	**Specific Use Regulations**	**T3N.1**
Residential			Places of Worship		P/UP[6]
Accessory Buildings and Structures	10-40.60.020	P	Schools – Private		P
Accessory Dwelling Unit	10-40.60.040	P	Schools – Public and Charter		P[5]
Co-Housing	10-40.60.120	P	Retail Trade		
Congregate Care Facilities		UP	**Neighborhood Market ≤ 1,500 sf**		UP
Dormitories and Fraternities/Sororities		UP	Services		
Dwelling: Multiple-Family		P[2]	Bed and Breakfast	10-40.60.110	P
Dwelling: Single-Family		P	Cemeteries		UP
Duplex		P[2]	Daycare	10-40.60.150	
Group Home		P	Home		P
Home Occupation	10-40.60.180	P	Centers		UP
High Occupancy Housing Development, Single-Family	**10-40.60.175**	**UP**	Public Services		

H. Allowed Uses					
Land Use[1]	**Specific Use Regulations**	**T3N.1**	**Land Use[1]**	**Specific Use Regulations**	**T3N.1**
Institutional Residential	10-40.60.190	UP	Public Services Minor		P
~~**Rooming and Boarding Facilities**~~		~~**UP**~~	Emergency Services		UP
Recreation, Education and Public Assembly			Telecommunication Facilities		
Dance or Music Studio ≤ 650 sf		P[3]	Stealth Telecommunication Facilities	10-40.60.310	P
Libraries, Museums			Transportation and Infrastructure		
≤ 2,500 sf		P	Accessory Wind Energy Systems	10-40.60.040	P
> 2,500 sf		UP	Urban Agriculture		
Meeting Facilities, Public and Private	10-40.60.230	P/UP[4]	Community Gardens	10-40.60.140	P
Outdoor Public Use, General		P			

End Notes

1. See Chapter 10-80, Definitions, for use type definitions.
2. Permitted only if the use exists at the effective date of this code.
3. Not allowed on the ground floor unless behind an allowed ground-floor use.
4. UP required if liquor is sold or if facilities exceed 250 seats.
5. Charter schools proposed in existing single-family residences shall be located on residential lots 1 acre or greater.
6. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

Key

P	Permitted Use
UP	Permitted Use

Section 6. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.060 T3 Neighborhood 2 (T3N.2) Standards, H. Allowed Uses, as follows:

10-40.40.060 T3 Neighborhood 2 (T3N.2) Standards

H. Allowed Uses					
Land Use[1]	**Specific Use Regulations**	**T3N.2**	**Land Use[1]**	**Specific Use Regulations**	**T3N.2**
Residential			Services		
Accessory Buildings and Structures	10-40.60.020	P	Bed and Breakfast	10-40.60.110	P
Accessory Dwelling Unit	10-40.60.030	P	Cemeteries		UP
Co-Housing	10-40.60.120	P	Crematoriums		UP
Congregate Care Facilities		UP	Daycare	10-40.60.150	
Dormitories and Fraternities/Sororities		UP	Home		P
			Centers		UP
Dwelling: Multiple-Family		P	Public Services		
Dwelling: Single-Family		P	Public Services Minor		P
Duplex		P	Emergency Services		UP
Group Home		P	Telecommunication Facilities		
Home Occupation	10-40.60.180	P	Stealth Telecommunication Facilities	10-40.60.310	P
High Occupancy Housing Development, Single-Family	**10-40.60.175**	**UP**			
High Occupancy Housing Development, Two-units	**10-40.60.175**	**UP**			
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP**			
High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP**			
Institutional Residential	10-40.60.190	UP			
Live/Work		P	Transportation and Infrastructure		
~~**Rooming and Boarding Facilities**~~		~~**UP**~~	Accessory Wind Energy Systems	10-40.60.040	P

H. Allowed Uses					
Land Use[1]	**Specific Use Regulations**	**T3N.2**	**Land Use[1]**	**Specific Use Regulations**	**T3N.2**
Recreation, Education and Public Assembly Uses			Urban Agriculture		
Dance or Music Studio ≤ 650 sf		P[2]	Community Gardens	10-40.60.140	P
Libraries, Museums			End Notes		
≤ 2,500 sf		P	1. See Chapter 10-80, Definitions, for use type definitions. 2. Not allowed on the ground floor unless behind an allowed ground-floor use. 3. UP required if liquor is sold or if facilities exceed 250 seats. 4. Charter schools proposed in existing single-family residences shall be located on residential lots 1 acre or greater. 5. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.		
> 2,500 sf		UP			
Meeting Facilities, Public and Private	10-40.60.230	P/UP[3]			
Outdoor Public Use, General		P			
Places of Worship		P/UP[5]			
Schools – Private		P			
Schools – Public and Charter		P[4]			
Retail Trade					
Neighborhood Market ≤ 1,500 sf		P			
Key					
P	Permitted Use				
UP	Permitted Use				

Section 7. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.070 T4 Neighborhood 1 (T4N.1) Standards, I. Allowed Uses, as follows:

10-40.40.070 T4 Neighborhood 1 (T4N.1) Standards

I. Allowed Uses							
Land Use[1]	**Specific Use Regulations**	**T4N.1**	**T4N.1-O**	**Land Use[1]**	**Specific Use Regulations**	**T4N.1**	**T4N.1-O**
Residential				Services			
Accessory Buildings and Structures	10-40.60.020	P[2]	P[2]	ATM		-	P
				Bed and Breakfast	10-40.60.110	P	p
Accessory Dwelling Unit	10-40.60.030	P	P	Cemeteries		UP	UP
Co-Housing	10-40.60.120	P	P	Crematorium		-	UP
Congregate Care Facilities		P	P	Daycare	10-40.60.150		
Dormitories, Fraternities/Sororities and SRO (≤15 rooms)		UP	UP	Home		P	P
				Centers		UP	UP
Dwelling: Multiple-Family		P	P	Funeral Homes, Chapels, Mortuaries		-	P
Dwelling: Single-Family		P	P	General Services		-	P
Duplex		P	P	Lodging			
Group Home		P	P	**≤ 15 rooms**		-	P
High Occupancy Housing Development, Single-Family	**10-40.60.175**	**UP**	**UP**	Offices		-	P
High Occupancy Housing Development, Two-units	**10-40.60.175**	**UP**	**UP**	Public Services			
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP**	**UP**	Public Services Minor		P	P
High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP**	**UP**	Emergency Services		UP	UP

I. Allowed Uses

Land Use[1]	Specific Use Regulations	T4N.1	T4N.1-O
Home Occupation	10-40.60.180	P	P
Institutional Residential	10-40.60.190	UP	UP
Live/Work		-	P
~~Rooming and Boarding Facilities~~	-	~~UP~~	~~UP~~
Recreation, Education and Public Assembly			
Libraries, Museums			
≤ 2,500 sf		P	P
> 2,500 sf		UP	UP
Meeting Facilities, Public and Private	10-40.60.230	P[3]	P[3]
Places of Worship		P/UP[4]	P/UP[4]
Schools – Private		P	P
Schools – Public and Charter		P	P
Retail Trade			
Bars/Taverns		-	P
General Retail Businesses, except with any of the following features		-	P
Drive-Through		-	-
Floor Area ≥ 3,500 sf		-	UP
Markets			
Neighborhood Market ≤ 2,500 sf		-	P

Land Use[1]	Specific Use Regulations	T4N.1	T4N.1-O
Veterinary Clinic		-	P
Telecommunication Facilities			
Stealth Telecommunication Facilities	10-40.60.310	P	P
Transportation and Infrastructure			
Accessory Wind Energy Systems	10-40.60.040	P	P
Urban Agriculture			
Community Gardens	10-40.60.140	P	P

End Notes

1. See Chapter 10-80, Definitions, for use type definitions.
2. Not allowed on the ground floor unless behind an allowed ground-floor use.
3. UP required if liquor is sold or if facilities exceed 250 seats.
4. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

Key	
P	Permitted Use
UP	Conditional Use Permit Required
-	Use Not Allowed

I. Allowed Uses							
Land Use[1]	Specific Use Regulations	T4N.1	T4N.1-O	Land Use[1]	Specific Use Regulations	T4N.1	T4N.1-O
Micro-brewery/Micro-distillery	10-40.60.240	-	P				
Restaurant, or Cafes		-	P				

Section 8. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.070 T4 Neighborhood 2 (T4N.2) Standards, I. Allowed Uses, as follows:

10-40.40.080 T4 Neighborhood 2 (T4N.2) Standards

I. Allowed Uses							
Land Use[1]	Specific Use Regulations	T4N.2	T4N.2-O	Land Use[1]	Specific Use Regulations	T4N.2	T4N.2-O
Residential				Services			
Accessory Buildings and Structures	10-40.60.020	P[2]	P[2]	ATM		-	P
				Bed and Breakfast	10-40.60.110	P	p
Accessory Dwelling Unit	10-40.60.030	P	P	Cemeteries		UP	UP
Co-Housing	10-40.60.120	P	P	Crematorium		-	UP
Congregate Care Facilities		P	P	Daycare	10-40.60.150		
Dormitories, Fraternities/Sororities and SRO (≤15 rooms)		UP	UP	Home		P	P
				Centers		UP	UP
Dwelling: Multiple-Family		P	P	Funeral Homes, Chapels, Mortuaries		-	P
Dwelling: Single-Family		P	P	General Services		-	P
Duplex		P	P	Lodging		UP	UP
Group Home		P	P				

I. Allowed Uses			
Land Use[1]	Specific Use Regulations	T4N.2	T4N.2-O
High Occupancy Housing Development, Single-Family	**10-40.60.175**	**UP**	**UP**
High Occupancy Housing Development, Two-units	**10-40.60.175**	**UP**	**UP**
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP**	**UP**
High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP**	**UP**
Home Occupation	10-40.60.180	P	P
Institutional Residential	10-40.60.190	UP	UP
Live/Work		-	P
~~**Rooming and Boarding Facilities**~~	-	~~**UP**~~	~~**UP**~~
Recreation, Education and Public Assembly			
Libraries, Museums			
≤ 2,500 sf		P	P
> 2,500 sf		UP	UP
Meeting Facilities, Public and Private	10-40.60.230	P[3]	P[3]
Places of Worship		P/UP[4]	P/UP[4]
Schools – Private		P	P
Schools – Public and Charter		P	P
Retail Trade			
Bars/Taverns		-	P

Land Use[1]	Specific Use Regulations	T4N.2	T4N.2-O
Offices		-	P
Public Services			
Public Services Minor		P	P
Emergency Services		UP	UP
Veterinary Clinic		-	P
Telecommunication Facilities			
Stealth Telecommunication Facilities	10-40.60.310	P	P
Transportation and Infrastructure			
Accessory Wind Energy Systems	10-40.60.040	P	P
Urban Agriculture			
Community Gardens	10-40.60.140	P	P

End Notes

1. See Chapter 10-80, Definitions, for use type definitions.
2. Not allowed on the ground floor unless behind an allowed ground-floor use.

I. Allowed Uses			
Land Use[1]	**Specific Use Regulations**	**T4N.2**	**T4N.2-O**
General Retail Businesses, except with any of the following features		-	P
Drive-Through		-	-
Floor Area ≥ 3,500 sf		-	UP
Markets			
Neighborhood Market ≤ 2,500 sf		-	P
Micro-brewery/Micro-distillery	10-40.60.240	-	P
Restaurant, or Cafes		-	P

3. UP required if liquor is sold or if facilities exceed 250 seats.
4. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

Key	
P	Permitted Use
UP	Conditional Use Permit Required
-	Use Not Allowed

Section 9. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.090 T5 Main Street (T5) Standards, I. Allowed Uses, as follows:

10-40.40.090 T5 Main Street (T5) Standards

I. Allowed Uses							
Land Use[1]	**Specific Use Regulations**	**T5**	**T5-O**	**Land Use[1]**	**Specific Use Regulations**	**T5**	**T5-O**
Industrial, Manufacturing				Retail Trade			
Manufacturing and Processing, Incidental		P	P	Bars/Taverns		P	P
Residential				General Retail Businesses, except with any of the following features		P	P
Accessory Buildings and Structures	10-40.60.020	P[2]	P	Drive-Through		-	-
Accessory Dwelling Unit	10-40.60.030	P[2]	P	Floor Area ≥ 5,000 sf		UP	UP
				Mixed Use		P	P

I. Allowed Uses							
Land Use[1]	Specific Use Regulations	T5	T5-O	Land Use[1]	Specific Use Regulations	T5	T5-O
Co-Housing	10-40.60.120	P[2]	P	**Mixed-Use High Occupancy Housing Development**	**10-40.60.175**	**UP**	**UP**
Congregate Care Facilities		UP[2]	UP	Micro-brewery/Micro-distillery	10-40.60.240	P	P
Dormitories, Fraternities/Sororities and SROs		UP[2]	UP	Restaurants or Cafes		P	P
Dwelling: Multiple-Family		P[2]	P	Services			
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP[2]**	**UP**				
High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP[2]**	**UP**	ATM		-	P
Group Home		P[2]	P	Bed and Breakfast	10-40.60.110	P	p
Home Occupation	10-40.60.180	P	P	Cemeteries		UP	UP
Institutional Residential				Crematoriums		UP	UP
Custodial Care Facilities		UP[2, 3]	UP	Daycare	10-40.60.150		
Nursing Homes		UP[2, 3]	UP	Home		P	P
Homeless Shelter	10-40.60.190	UP[2, 3]	UP	Centers		UP	UP
Sheltered Care Home		UP[2, 3]	UP	Funeral Homes, Chapels, Mortuaries		P	P
Live/Work		P	P	General Services		P	P
~~**Rooming and Boarding Facilities**~~		~~**UP**~~	~~**UP**~~	Lodging		P	P
Recreation, Education and Public Assembly Uses				Office		P[2]	P
Commercial Recreation Facility, Indoor				Public Services			
				Public Services Minor		P	P
≤ 5,000 sf		P	P	Emergency Services		UP	UP
> 5,000 sf		UP	UP	Veterinary Clinic		P[2]	P

I. Allowed Uses							
Land Use[1]	Specific Use Regulations	T5	T5-O	Land Use[1]	Specific Use Regulations	T5	T5-O
Libraries, Museums		P	P	Transportation and Infrastructure			
Meeting Facilities, Public and Private	10-40.60.230	P[3]	P[3]	Accessory Wind Energy Systems	10-40.60.040	P	P
Places of Worship		P/UP[6]	P/UP[6]	Garages, Off Street		P[2]	P[2]
Schools – Private		P	P				
Schools – Public and Charter		P	P	Parking Lots, Off Street		P[2]	P[2]
Theaters, Walk-in		P	P				
Telecommunication Facilities				Urban Agriculture			
AM Broadcasting Facilities	10-40.60.310	UP	UP	Community Gardens	10-40.60.140	P	P
Antenna-Supporting Structure	10-40.60.310	UP	UP	Vehicle Sales and Services			
				Automobile/Vehicle Sales, New and Used		P	P
Attached Telecommunication Facilities	10-40.60.310	P	P	Automobile/Vehicle Repair Garage	10-40.60.100		
Collocation Facility	10-40.60.310	P	P	Minor		P[2]	P[2]
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	P	P	Major		UP[2]	UP[2]
Stealth Telecommunication Facilities	10-40.60.310	P	P				
End Notes							

1. See Chapter 10-80, Definitions, for use type definitions.
2. Not allowed on the ground floor unless behind an allowed ground-floor use.
3. Conditional use permit is required if proximity between shelter facilities is less than 1/4 mile.
4. UP required if liquor is sold or if facilities exceed 250 seats.
5. Residential uses, and residential properties listed on the National Historic Registry or within the Landmarks overlay zone, in T5 and T5-O zones existing prior to the effective date of this Zoning Code are considered legal, conforming uses.
6. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

Key	
P	Permitted Use
UP	Conditional Use Permit Required
-	Use Not Allowed

Section 10. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.100 T6 Downtown (T6) Standards, H. Allowed Uses, as follows:

10-40.40.100 T6 Downtown (T6) Standards

H. Allowed Uses					
Land Use[1]	**Specific Use Regulations**	**T6**	**Land Use[1]**	**Specific Use Regulations**	**T6**
Residential5			Services		
Accessory Buildings and Structures	10-40.60.020	P[2]	ATM		P
Accessory Dwelling Unit	10-40.60.030	P[2]	Bed and Breakfast	10-40.60.110	P
Co-Housing	10-40.60.120	P[2]	Cemeteries		UP
Congregate Care Facilities		UP[2]	Crematorium		UP
Dormitories, Fraternities/Sororities and SROs		UP[2]	Daycare	10-40.60.150	
			Home		P
Dwelling: Multiple-Family		P[2]	Centers		UP
High Occupancy Housing Development, Three-units	**10-40.60.175**	**UP[2]**	Dry-cleaning, Pick-up Only		P

H. Allowed Uses					
Land Use[1]	Specific Use Regulations	T6	Land Use[1]	Specific Use Regulations	T6
High Occupancy Housing Development, Four-units and Greater	**10-40.60.175**	**UP[2]**			
Group Home		P[2]	Funeral Homes, Mortuaries		UP
Home Occupation	10-40.60.180	P			
Homeless Shelter	10-40.60.190	UP	General Services		P
Institutional Residential			Hospitals		UP
Custodial Care Facilities		UP[2, 3]	Lodging		P
Nursing Homes		UP[2]	Office		P
Homeless Shelter		UP[2, 3]	Public Services		
Sheltered Care Home		UP[2, 3]	Public Services Minor		P
Live/Work		P	Emergency Services		UP
Mixed Use		P	Transportation and Infrastructure		
Mixed-Use High Occupancy Housing Development	**10-40.60.175**	**UP**	Accessory Wind Energy Systems	10-40.60.040	P
~~**Rooming and Boarding Facilities**~~		~~**UP**~~			
Recreation, Education and Public Assembly Uses			Garages, Off Street		P[2]
Commercial Recreation Facility, Indoor			Parking Lots, Off Street		P[2]
			Passenger Transportation Facilities		P6
≤ 5,000 sf		P	Industrial, Manufacturing, Processing and Wholesaling		
> 5,000 sf		UP	Manufacturing/Processing – Incidental		P
Libraries, Museums		P	Manufacturing/Processing – Incidental		P
Meeting Facilities, Public and Private	10-40.60.230	P[3, 4]	Telecommunication Facilities		
Places of Worship		P/UP[7]	AM Broadcasting Facilities	10-40.60.310	UP
Schools – Private		P	Antenna-Supporting Structure	10-40.60.310	UP

H. Allowed Uses

Land Use[1]	Specific Use Regulations	T6
Schools – Public and Charter		P
Theaters, Walk-in		P
Retail Trade		
Bars/Taverns		P
General Retail Businesses, except with any of the following features		P
Drive-Through		-
Floor Area ≥ 5,000 sf		UP
Micro-brewery/Micro-distillery	10-40.60.240	P
Restaurants or Cafes		P

Land Use[1]	Specific Use Regulations	T6
Attached Telecommunication Facilities	10-40.60.310	P
Collocation Facility	10-40.60.310	P
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	P
Stealth Telecommunication Facilities	10-40.60.310	P
Vehicle Sales and Services		
Automobile/Vehicles Sales, new and used		UP
Urban Agriculture		
Community Gardens	10-40.60.140	P

End Notes

1. See Chapter 10-80, Definitions, for use type definitions.
2. Not allowed on the ground floor unless behind an allowed ground-floor use.
3. Conditional use permit is required if proximity between shelter facilities is less than 1/4 mile.
4. UP required if liquor is sold or if facilities exceed 250 seats.
5. Residential uses, and residential properties listed on the National Historic Registry or within the Landmarks overlay zone, in the T6 zone existing prior to the effective date of this Zoning Code are considered legal, conforming uses.
6. Passenger facilities shall be on the ground floor with access to a public street or a public space.
7. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

Key	
P	Permitted Use
UP	Conditional Use Permit Required
–	Use Not Allowed

Section 11. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add Section 10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments, to list of sections of the Division, in numerical order, as follows:

Division 10-40.60: Specific to Uses

10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments

Section 12. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add Section 10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments, in numerical order, as follows:

Division 10-40.60: Specific to Uses

10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments

A. General Requirements.

1. **The applicant of an HOHD or MHOHD with four dwelling units or more shall submit typical floor plans or a typical residential unit study that illustrates how the residential units of an HOHD or MHOHD could be converted to a residential unit that is no longer an HOHD or MHOHD with minimal structural or minimal plumbing modifications. The required study shall be designed and sealed by an Arizona Registrant.**
2. **An HOHD or MHOHD with four or more dwelling units shall be located inside of a pedestrian shed of an activity center delineated in the General Plan or applicable Specific Plan.**
3. **An HOHD or MHOHD with four dwelling units or more, and that has more than 29 dwelling units per acre or more than 72.5 bedrooms per acre shall have:**
   a. **A minimum of 20% of the bedrooms contained in studio and/or one-bedroom dwelling units; and**
   b. **A maximum of 30% of bedrooms contained in dwelling units with four bedrooms or more.**
4. **An HOHD or MHOHD with four dwelling units or more, and that has 29 dwelling units per acre or less or 72.5 bedrooms per acre or less shall not exceed a Bedroom-to-Dwelling Unit Ratio greater than 3.5.**
5. **The maximum number of bedrooms in a two-unit HOHD or MHOHD: 10.**
6. **The maximum number of bedrooms in a three-unit HOHD or MHOHD: 12.**
7. **Inside of a pedestrian shed of a Regional Activity Center, an HOHD or MHOHD in a commercial zone may contain more than 50 dwelling units per acre and/or 125 bedrooms per acre.**
8. **An HOHD in a Commercial Zone shall be:**

a. On a lot or parcel that is setback at least 300 feet from the centerline of a street classified as a Commercial Corridor identified on the General Plan; and

b. There shall be an existing primary mixed-use development or commercial use(s), excluding primary transportation and infrastructure uses, on the lot(s) or parcel(s) between the HOHD and the Commercial Corridor street.

9. An MHOHD shall comply with the mixed-use development standards of Section 10-40.60.260.

10. Prior to the final approval of a land division that creates one or more lots or parcels with a development that conforms to the definition of an HOHD or MHOHD, the property owner shall obtain approval of a Conditional Use Permit for the Development Site that will contain the HOHD or MHOHD.

11. An MHOHD shall be on a lot or parcel that:

a. Abuts a street classified as a commercial corridor shown on the General Plan; and

b. Is located inside of a pedestrian shed of an activity center delineated on the General Plan or applicable Specific Plan.

B. Building Footprint[(1)] Sizes and Separation Requirements.

1. Maximum building footprint[(1)] inside a pedestrian shed of a Historic Activity Center delineated in the General Plan or applicable Specific Plan, excluding properties zoned Commercial Business (CB): Equal to, or less than, 5,000 square feet.

2. Maximum building footprint[(1)] inside a pedestrian shed of a Historic Activity Center delineated in the General Plan or applicable Specific Plan, and on a property zoned Commercial Business (CB): Equal to, or less than, 22,000 square feet.

3. Maximum building footprint[(1)] inside a pedestrian shed of a Regional Activity Center delineated in the General Plan or applicable Specific Plan: No Maximum.

4. Maximum building footprint[(1)] inside a pedestrian shed of an activity center in all other areas not described in subsection B.1., B.2., and B.3. of this section: Equal to, or less than, 22,000 square feet.

5. Excluding the Commercial Business (CB) zone, the minimum separation between the building footprints of structures on the same lot or parcel, and structures on an abutting lot or parcel, shall be separated by a distance that is the greater of 10 feet, or 1/3 the height of the taller structure.

6. Where the area of a pedestrian shed of an activity center intersects with the area of a pedestrian shed of another activity center, the pedestrian shed with the more restrictive maximum building footprint requirement shall govern the intersecting area. The locations of the pedestrian sheds of the activity centers are identified in the General Plan, including any applicable Specific Plans.

Note 1. For the purpose of the requirements of subsection B of this section, the maximum allowable building footprint is equal to the largest floor plate of a structure, including interior courtyards, abutting and interior, or partial interior, podium and above ground parking structure(s), and structures connected with a continuous roof.

C. Waste Management Plan.

1. The property owner of an HOHD or MHOHD with four dwelling units or more shall obtain approval of a waste management plan from the City's Public Works Director, or designee, prior to the approval of the site plan.

2. Prior to the issuance of any building permit, the property owner shall incorporate into the construction documents the improvements required to comply with the approved waste management plan.

3. If a Certificate of Occupancy is not required, the property owner shall provide all necessary apparatus, equipment, and improvements within 182 days from the date of the approval of the CUP, or another date specified in the Conditions of Approval for the CUP.

   a. The Director may approve a one-time 91-day extension, for no-more than 273 days from the date of the CUP approval, to allow the property owner to complete the improvements. The property owner shall request an extension at least 14 days prior to the date indicated in subsection C.3. of this section.

4. The HOHD or MHOHD shall be maintained in compliance with the approved Waste Management Plan.

D. Crime Free Multi-Housing Program.

1. The property owner of an HOHD or MHOHD shall maintain compliance with the Flagstaff Police Department's Crime Free Multi-Housing Program, unless exempted by the Police Department's Crime Free Multi-Housing Program representative.

2. Prior to the issuance of the Conditional Certificate of Occupancy, or Certificate of Occupancy, whichever is first, or within 63 days of the approval of the Conditional Use Permit if a Certificate of Occupancy is not required, the property owner of a HOHD or MHOHD shall enter into an agreement with the City to comply with the Flagstaff Police Department's Crime Free Multi-Housing Program.

3. The property owner, or agent, shall:

   a. Utilize a Crime Free Lease Addendum, or an alternative approved by the Flagstaff Police Department's representative, as part of each tenant lease;

   b. Obtain written verification as part of a tenant lease that each tenant has received and agreed to the Crime Free Lease Addendum or the approved alternative; and

   c. Have completed the Flagstaff Police Department's Crime Free Multi-Housing Program required training within the Program's required time frames.

4. Within 182 days from the date of the agreement, the property owner, or managing agent, shall have completed the first phase requirements of the Flagstaff Police Department's Crime Free Multi-Housing Program.

5. **A new Flagstaff Police Department's Crime Free Multi-Housing Program first phase training and related requirements shall be completed within 182 days from the date of a change of ownership, management company, or a site manager of an existing HOHD or MHOHD.**

6. **Every two years from the date of the agreement, the property owner, or managing agent, shall complete the required training that complies with the Flagstaff Police Department's Crime Free Multi-Housing Program.**

E. Additional Conditional Use Permit Criteria. In addition to the criteria of Section 10-20.40.050.E., the Planning and Zoning Commission shall not approve a Conditional Use Permit unless:

1. **For the properties subject to Division 10-30.30 Heritage Preservation, the City's Historic Preservation Officer or the Heritage Preservation Commission has made a determination that the proposed HOHD or MHOHD has no adverse effect or has appropriately mitigated its effects on the historic cultural resource .**

2. **Adequate transit service is available to the Development Site containing four dwelling units or more. Adequate transit service from a Development Site to a permanent transit stop is:**

   a. **Less than or equal to 1,320 feet; or**

   b. **A distance greater than 1,320 feet when the Planning and Zoning Commission finds that the route to the permanent transit stop has adequate nighttime lighting and does not have a significant grade change, and the distance does not impede reasonable access to transit.**

   The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail.

Section 13. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, 10-40.60.260 Mixed Use, subsection D. Site Layout and Development Design Standards., to delete paragraph 2, as follows:

10-40.60.260 Mixed Use

D. **Site Layout and Development Design Standards.**

~~**2. There is no density limitation established for residential uses in mixed-use developments. Instead, applicable floor area ratio, building height, parking, landscaping, etc., standards will apply to provide a control on the bulk and mass of the development and the number of residential units permitted.**~~

Section 14. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, to add 10-50.80.061 Transit Pass Parking Reduction Pilot Program, to the list of sections in numerical order, as follows:

Division 10-50.80:

Parking Standards

Sections:

10-50.80.010 Purpose

10-50.80.020 Applicability

10-50.80.030 General Parking Standards

10-50.80.040 Number of Motor Vehicle Parking Spaces Required

10-50.80.050 Bicycle Parking

10-50.80.060 Parking Adjustments

10-50.80.061 Transit Pass Parking Reduction Pilot Program

10-50.80.070 Parking Alternatives

10-50.80.080 Parking Spaces, Parking Lot Design and Layout

10-50.80.090 Development and Maintenance

Section 15. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.040 Number of Motor Vehicle Parking Spaces Required, subsection C. General to All Zones., Table 10-50.80.040.A: Number of Motor Vehicle Parking Spaces Required, as follows:

Section 10-50.80.040 Number of Motor Vehicle Parking Spaces Required

C. General to All Zones.

Table 10-50.80.040.A: Number of Motor Vehicle Parking Spaces Required

Use	Number of Required Spaces
Residential	
~~**Market Rate (all dwelling classifications)**~~	
Single-Family Dwelling ~~**(Attached and Detached)**~~[1] **(Attached and Detached)**[1]	2.0 **spaces, plus 1 space for each additional bedroom above four bedrooms. The maximum number of required parking spaces shall not exceed 8 spaces.**

~~Multifamily, Dwelling Duplex[1] and Triplex~~ **Multiple-Family Development and Duplex[1] Developments**	
Unit Type	
Studio **per unit**	1.25
1 Bedroom **per unit**	1.5
2 – 3 Bedrooms **per unit**	2.0
4 Bedrooms **per unit**	2.5
5+ Bedrooms **per unit**	~~2.5~~ **3.0** spaces for the first **4 5** bedrooms plus 0.5 space for each additional bedroom
Guest Spaces ~~for Multifamily Dwelling Duplex and Triplex~~ (Includes spaces for boats and RVs)	0.25 ~~per~~ **spaces for** each ~~2+ bedroom~~ unit **with two bedrooms and greater**
Affordable (All Dwelling Classifications)	
Studio	1.0
1 Bedroom	1.0
2 – 3 Bedrooms	1.5
4+ Bedrooms	2.0
Guest Spaces for Multifamily Dwelling (Includes Boats and RVs)	0.25 per each 2+ bedroom unit
High Occupancy Housing Development	
a. Single-Family - Attached and Detached, Duplex, and Development Sites with three units or less	**1 space per bedroom**
b. Developments Sites with four units or more	**The sum of:** **1 to 75 bedrooms = 1 space per bedroom, plus** **76 to 325 bedrooms = 0.90 spaces per bedroom, plus** **326 to 650 bedrooms = 0.80 spaces per bedroom, plus** **Greater than 650 bedrooms = 0.70 spaces per bedroom**
~~Rooming and Boarding Facilities~~	
~~Private Rooms~~	~~1 per bedroom or sleeping room plus 1 for owner or manager~~
~~No Private Rooms~~	~~1 per 100 gsf plus 1 for owner or manager~~
Mixed-Use Developments	
Mixed-Use	**1. 1 per 300 gsf of non-residential floor area, plus** **2. One dwelling unit: 2 spaces** **3. Two or more dwelling units: The spaces required for a Multiple-Family Development**
Mixed-Use High Occupancy Housing Development	**1. 1 per 300 gsf of non-residential floor area, plus** **2. The spaces required for a High Occupancy Housing Development**

End Notes
[1] Parking reductions allowed in Section 10-50.80.060, Parking Adjustments, shall not apply to single-family dwellings and duplexes.

Section 16. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.050 Bicycle Parking., subsection B. Required Spaces., and add subsection C. Bicycle Parking Space Design., as follows:

10-50.80.050 Bicycle Parking

B. Required Bicycle Parking Spaces.

~~1. Two bicycle parking spaces, or five percent of required off-street parking spaces, whichever is greater, are required for all uses other than single-family uses.~~

~~2. Bicycle spaces shall be provided in accordance with the following requirements:~~

~~a. Bicycle parking shall consist of either a lockable enclosure (locker) in which the bicycle is stored or a rack to which the bicycle can be locked;~~

~~b. Lockers and racks shall be securely anchored to the pavement or a structure;~~

~~c. Racks shall be designed and installed to support the bicycle upright by its frame in two places in a manner that will not cause damage to the wheels and to permit the frame and one or both wheels to be secure;~~

~~Figure 10-50.80.050A~~

~~Correctly Designed Bicycle Rack~~



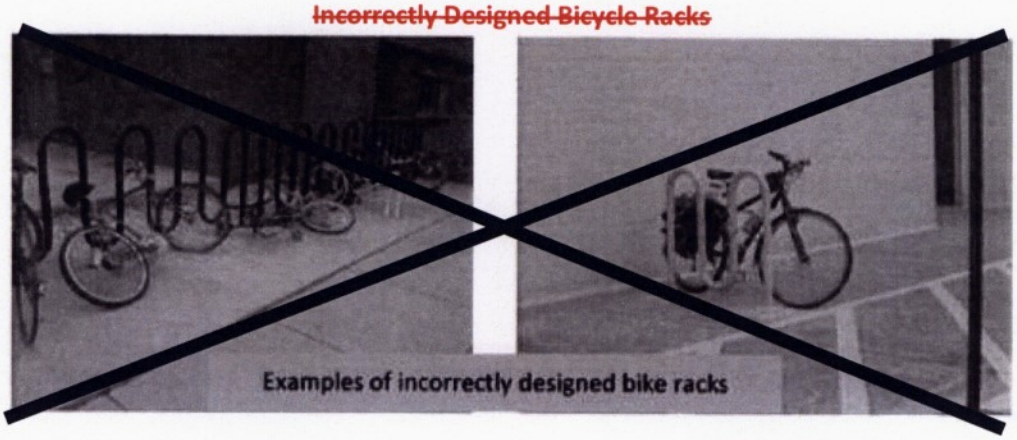
~~d. Areas containing bicycle spaces shall be surfaced with impervious surfaces such as concrete or pavers. Pervious pavements or gravel may be used where appropriate as determined by the Director;~~

~~e. When located within a parking area: curbs, fences, planter areas, bumpers, or similar barriers shall be installed and maintained for the mutual protection of bikes, motor vehicles, and pedestrians, unless determined by the Director to be unnecessary; and~~

~~f. Bicycle parking shall be placed in a convenient, highly visible, active, and well-lit location not more than 100 feet walking distance from the main entrance, but shall not interfere with pedestrian movements.~~

~~Figure 10-50.80.050B~~

~~Incorrectly Designed Bicycle Racks~~



~~C. Motor Vehicle Reduction. The Director may allow a reduction of motor vehicle parking spaces as established in Section 10-50.80.060(F).~~

~~D. Bicycle Parking Space Dimensions. All bicycle parking shall meet the following minimum dimensions:~~

~~1. Each bicycle parking space shall include a minimum area of 72 inches in length and 24 inches in width that is clear of obstructions;~~

~~2. No part of the rack shall be located closer than 30 inches to a wall or other obstruction;~~

~~3. The front or back of the rack shall be located no less than 48 inches from a sidewalk or pedestrian way; and~~

~~4. A minimum of 30 inches shall be provided between adjoining racks.~~

1. All uses, excluding a High Occupancy Housing Development and a Mixed-Use High Occupancy Housing Development.
   a. Minimum standard bicycle parking spaces required: The greater of two bicycle spaces, or 5% of the required vehicle parking.
   b. Maximum standard bicycle parking spaces required: 100 bicycle spaces.
   c. Location: Within 50 feet of the primary pedestrian entrance to the development and in accordance with the provisions of Appendix 1.4. The bicycle parking spaces shall be distributed throughout a Development Site that has multiple primary pedestrian entrances.
   d. Exceptions. Attached and Detached Single-Family and Duplex Developments are not required to provide standard bicycle parking spaces .
2. High Occupancy Housing Developments.
   a. Standard bicycle parking spaces.
      i. Minimum spaces required: Two bicycle spaces, or equal to 5% of the total number of bedrooms, whichever is greater.

ii. **Maximum spaces required: 40 bicycle spaces.**

iii. **Location: Within 50 feet of the primary resident pedestrian entrance to the development and in accordance with the provisions of Appendix 1.4.**

b. **Secure bicycle parking spaces.**

i. **Minimum spaces required: Equal to 15% of the total number of bedrooms.**

ii. **Location: A maximum of 20 secure bicycle parking spaces may be provided outside in secure bicycle lockers. The remainder of the required secure bicycle parking spaces shall be provided in a bicycle storage room or cage within a building or parking structure.**

c. **Exceptions. Single-Family and duplex High Occupancy Housing Developments are not required to provide standard or secure bicycle parking spaces .**

3. **Mixed-Use High Occupancy Housing Developments.**

a. **Minimum outdoor non-residential standard bicycle parking spaces required: Two bicycle spaces, or 5% of the required non-residential vehicle parking spaces, whichever is greater.**

b. **Location of non-residential standard bicycle parking spaces: Within 50 feet of the primary pedestrian entrance to the non-residential development and in accordance with the provisions of Appendix 1.4. The bicycle parking spaces shall be distributed throughout a Development Site that has multiple primary pedestrian entrances.**

c. **Minimum residential bicycle parking spaces required: Compliance with the High Occupancy Housing Developments requirements, subsection B.2. of this section.**

C. Bicycle Parking Space Design.

1. **Secure Bicycle Parking Spaces.**

a. **All indoor required secure bicycle parking spaces provided in a building or parking structure shall be designed in accordance with the provisions of Appendix 1.4., except as allowed in subsections C.1.b. of this section.**

b. **Bicycle lockers shall be designed in accordance with the provisions of Appendix 1.4.**

2. **Standard Bicycle Rack Design.**

a. **All required bicycle racks shall be designed in accordance with the provisions of Appendix 1.4.**

Section 17. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.060 Parking Adjustments, as follows:

10-50.80.060 Parking Adjustments

A. **Transit**. In all zones, a parking reduction of up to 10 percent may be approved by the Director for any use within ~~one-quarter of a mile~~ **1,320 feet** of a ~~bus stop~~ **permanent transit stop, except for a High Occupancy Housing Development (HOHD) or a Mixed-Use High Occupancy Housing Development (MHOHD). The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail.**

B. **Shared On-Site Parking.** Where two or more uses on the same site or adjacent parcels have distinct and differing peak parking usage periods (e.g., a theater and a bank), a reduction in the required number of parking spaces as determined by the Director may be allowed in the following manner:

1. The reduction in number of required parking spaces shall be based on a parking demand study. The parking demand study shall be in accordance with established professional practices.

2. Approval shall also require a recorded covenant running with the land, recorded by the owner of the parking lot, guaranteeing that the required parking will be maintained exclusively for the uses served and remain for the duration of the use.

C. Parking Demand Study – Reduced Parking. ~~**Based on the completion and submittal of a parking demand study, the Director may approve a reduction in the amount of parking from that otherwise required by this division. The parking demand study shall be in accordance with established professional practices.**~~

1. **The property owner shall submit a study/plan prepared in accordance with the established professional traffic and parking practices by a registrant licensed to practice in the State of Arizona. The study/plan shall document how any reductions are calculated and the assumptions utilized in the calculations.**

2. **The Director may approve a reduction equal to, or less than, 30 percent of the total parking spaces required by this Division, except as required in subsection C.3. of this section. Any request greater than 30 percent requires the approval of the City Council.**

3. **Any request to use a Parking Demand Study to reduce the required parking for an HOHD or MHOHD shall be approved by the City Council.**

D. Traffic Management Plan Parking Reduction. The Director shall have the ability to reduce the parking requirements for office and other uses in Section 10-50.80.040, Number of Motor Vehicle Parking Spaces Required**, except for an HOHD or MHOHD**. A traffic management plan shall be submitted with an application for site plan review. A reduction may be granted if the following standards are met:

1. The amount of the reduction shall be no more than 90 percent of the proposed reduction in employee motor vehicle trips.

2. The buildings shall have a single user/owner who can effectively exercise control over compliance with the plan.

3. The traffic management plan shall be submitted by a registered traffic engineer and shall include data on the effectiveness of similar plans elsewhere.

4. The traffic management plan shall contain information on the strategies, designated parking, **incentives, company vehicles, staggered work hours, and information indicating the owner's** ability to provide and enforce these elements over time.

5. The Director may impose conditions that are needed to ensure the long-term compliance to the plan, including but not limited to a reserve parking area, phasing, or contributions to transit or other alternative means of transportation.

E. Parking Reduction for Forest Resources. The number of parking spaces required for a new development may be reduced by no more than five percent if existing native trees such as ponderosa pine trees are located within parking areas (but not circulation areas) and these trees are required to be preserved to satisfy the requirements for forest resource protection as defined in Division 10-50.90, Resource Protection Standards**, except for an HOHD or MHOHD**. An applicant shall demonstrate to the satisfaction of the Director that by incorporating these existing native trees

within the parking area, adequate measures are taken during construction to ensure that the trees are protected from construction activity.

F. Bicycle Parking Reduction. The Director may allow a reduction of one required motor vehicle parking space for each four bicycle parking spaces provided to a maximum of five percent of the required motor vehicle parking ~~spaces.~~ **spaces, except for an HOHD or MHOHD.**

G. Motorcycle Parking Reduction. A reduction of one parking space for multifamily residential and nonresidential uses may be allowed by the Director if one motorcycle parking space for every 25 required motor vehicle spaces is provided, subject to the following standards:

1. Each motorcycle space shall be easily accessible and have adequate space for a standard-size motorcycle, i.e., a minimum dimension of four feet by nine feet.
2. Motorcycle parking areas shall be clearly identified with appropriate striping.

Section 18. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, to add Section 10-50.80.061 Transit Pass Parking Reduction Pilot Program, as follows:

Division 10-50.80: Parking Standards

10-50.80.061 Transit Pass Parking Reduction Pilot Program

A. The purpose of the Transit Pass Parking Reduction Pilot Program (TPPR) is to allow:

1. Property owners the option to reduce a development's vehicle parking requirements by providing annual transit passes to tenants and employees; and

2. The City to determine the effectiveness of the program to reduce a development's parking demand, and to determine if the tenants and employees are utilizing transit.

B. Program Term. Unless otherwise extended by a separate ordinance approved by the City Council, the TPPR shall terminate at 11:59 p.m. on December 31, 2026.

C. Maximum Parking Reduction. The Director may approve up to a 20 percent reduction in the parking requirements of Section 10-50.80.040 in accordance with the minimum requirements of subsection D of this section, and the approval of a transit pass agreement specified in subsection E of this section.

1. This reduction shall not be approved on a site that utilizes any reduction specified in 10-50.80.060.

D. Minimum Requirements.

1. The TPPR is only available to HOHD and MHOHD developments.

2. This reduction may only be approved for an HOHD or MHOHD that has a vehicle parking requirement equal to, or greater than, 100 spaces.

3. The total residential parking requirement shall not be reduced to an amount less than 0.65 spaces per bedroom. The required parking for a development shall be calculated in accordance with Table 10-50.80.040.A. before any reduction is applied.

4. The TPPR is only available to a Development Site within 1,320 feet of a permanent transit stop. The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail..

5 The property owner shall make available annual transit passes to all tenants and employees of the HOHD or MHOHD. The transit pass(es) shall be provided at no cost to the tenants and employees. No tenant and employee shall be refused a transit pass.

6. The requirement to provide the transit passes shall be perpetual, unless the property owner provides the minimum number of parking spaces required (without any TPPR parking reduction) by the Zoning Code for the Development Site, and the Transit Pass Agreement of subsection E of this section is terminated.

7. The termination of the TPPR does not alleviate a property owner from providing the transit passes that are required for participation in the TPPR until the Transit Pass Agreement is terminated and the minimum parking spaces are provided as set forth herein.

E. Transit Pass Agreement.

1. The Director may enter into a Transit Pass Agreement with the property owner to allow a reduction in the required number of residential parking spaces in accordance with the provisions of this section. The agreement shall be in a form satisfactory to the City Attorney, or designee.

2. The agreement shall be perpetual unless terminated in accordance with the provisions of this section and the agreement.

3. The agreement shall include, but is not limited to:

   a. The type of transit passes to be provided;

   b. Notification requirements to tenants and employees of the availability of transit passes to them at no cost;

   c. A requirement to obtain, maintain, and provide the City with the following information:

      i. The number and types of transit passes requested and provided;

      ii. Utilization frequency reports from the transit provider;

      iii. Documentation of the annual transit pass proof of purchase;

      iv. Bedroom occupancy rates; and

      v. The number of tenant vehicles stored onsite and offsite within the city of Flagstaff.

   d. An agreement to assist the City of Flagstaff employee(s) and/or City contractor(s) in the collection of vehicle and/or transit usage data, and other City studies to determine the effectiveness of the TPPR;

   e. Reasonable access for City of Flagstaff employee(s) and/or City contractor(s) to study and count onsite parking utilization rates upon delivery of a written notice;

   f. Annual reporting requirements;

   g. Violations and remedies; and

   h. Any other provision necessary as determined by the City Attorney, Director, or designee to document the requirements and enforcement of this section and the agreement.

4. **The agreement shall be approved by the Director and property owner prior to the issuance of any building permit for the Development Site.**
5. **The City shall record the approved Transit Pass Agreement against the real property of the Development Site. Recordation fees shall be paid by the property owner prior to the issuance of any building permit for the Development Site.**

Section 19. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, 10-50.80.080 Parking Spaces, Parking Lot Design and Layout, subsection K, as follows:

10-50.80.080 Parking Spaces, Parking Lot Design and Layout

K. Tandem Parking. ~~**Tandem parking is permitted in all zones for single-family residences, accessory dwelling units, and duplexes as follows:**~~

1. **Tandem parking is allowed in all:**
   a. **Zones for single-family attached and detached dwelling units, and accessory dwelling units; and**
   b. **Non-Transect Residential Zones for duplex developments.**

~~**1.**~~**2.** Both tandem parking spaces satisfy the parking requirement of ~~**one**~~ **one-dwelling unit.** ~~**residential unit; and**~~

2. 3. Neither of the tandem parking spaces shall be for required accessible parking spaces.

Section 20. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.080 Bungalow Court, subsection F, as follows:

10-50.110.080 Bungalow Court

F. Vehicle Access and Parking
Parking spaces may be enclosed, covered or open.
Spaces may be individually accessible by the units and/or via a common parking area located at the rear or side of the lot.
~~**Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.**~~

Section 21. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.090 Duplex, Side-by-Side, subsection F, as follows:

10-50.110.090 Duplex, Side-by-Side

F. Vehicle Access and Parking
Parking spaces may be enclosed, covered or open.
~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 22. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.100 Duplex Stacked, subsection F, as follows:

10-50.110.100 Duplex, Stacked

F. Vehicle Access and Parking
Parking spaces may be enclosed, covered or open.
~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 23. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.110 Duplex, Front-and-Back, subsection F, as follows:

10-50.110.110 Duplex, Front-and-Back

F. Vehicle Access and Parking
Parking spaces may be enclosed, covered or open.
~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 24. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.120 Stacked Triplex, subsection F, as follows:

10-50.110.120 Stacked Triplex

F. Vehicle Access and Parking
Where an alley is present, parking and services shall be accessed from the alley.
Parking spaces may be enclosed, covered or open.
~~**Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.**~~

Section 25. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.080 Definitions, "H", to add the term "High Occupancy Housing Development (HOHD)" and related terms, as follows:

Section 10-80.20.080 Definitions, "H"

High Occupancy Housing Development (HOHD): Means any of following: High Occupancy Housing Development, Single-Family; High Occupancy Housing Development, Two-units; High Occupancy Housing Development, Three-units; and High Occupancy Housing Development, Four-units and Greater (see definitions below). HOUSING DEVELOPMENT, EITHER FOR RENTAL OR PURCHASE, IN WHICH ALL DWELLING UNITS ARE PERMANENTLY AFFORDABLE AND OFFERED AT 60 PERCENT OF THE AREA MEDIAN INCOME (AMI) IN COMPLIANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATIONS SHALL NOT BE CATEGORIZED AS HIGH OCCUPANCY HOUSING DEVELOPMENT, REGARDLESS OF THE NUMBER UNITS, BEDROOMS, OR ZONING.

High Occupancy Housing Development, Single-Family: A single-family attached or detached dwelling unit with:

a. **Seven or more bedrooms; or**
b. **Five or more sanitation facilities.**

High Occupancy Housing Development, Two-units: A lot or parcel containing two dwelling units, excluding an Accessory Dwelling Unit, with:

a. **More than a total of seven bedrooms; or**
b. **One or more dwelling unit(s) containing four or more sanitation facilities.**

High Occupancy Housing Development, Three-units: A lot or parcel containing three dwelling units with:

a. **More than a total of nine bedrooms; or**

b. **One or more dwelling unit(s) containing four or more sanitation facilities.**

High Occupancy Housing Development, Four-units and Greater: A Development Site containing four or more dwelling units where:

a. **More than 20 percent of the total dwelling units have four bedrooms or more;**

b. **One or more of the dwelling unit(s) containing four or more sanitation facilities; or**

c. **The total number of dwelling units per acre, or bedrooms per acre, requires a Conditional Use Permit for an HOHD in accordance with the building form and property development standards of the property's designated Non-Transect Zone; or, if the property owner has elected a Transect Zone, the density is greater than 29 dwelling units per acre or 72.5 bedrooms per acre.**

Section 26. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.130 Definitions, "M", to add the term "Mixed-Use High Occupancy Housing Development (MHOHD)", as follows:

10-80.20.130 Definitions, "M"

Mixed-Use High Occupancy Housing Development (MHOHD):

1. **A mixed-use development with:**

   a. **More than 20 percent of the total dwelling units have four bedrooms or more;**

   b. **One or more dwelling unit(s) containing four or more sanitation facilities; or**

   c. **The total number of dwelling units per acre, or bedrooms per acre, requires a Conditional Use Permit for an MHOHD in accordance with the building form and property development standards of the property's designated Non-Transect Zone; or, if the property owner has elected a Transect Zone, the density is greater than 29 dwelling units per acre or 72.5 bedrooms per acre.**

2. **MIXED-USE HOUSING DEVELOPMENT, EITHER FOR RENTAL OR PURCHASE, IN WHICH ALL DWELLING UNITS ARE PERMANENTLY AFFORDABLE AND OFFERED AT 60 PERCENT OF THE AREA MEDIAN INCOME (AMI) IN COMPLIANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATIONS SHALL NOT BE CATEGORIZED AS HIGH OCCUPANCY HOUSING DEVELOPMENT, REGARDLESS OF THE NUMBER OF UNITS, BEDROOMS, OR ZONING.**

Section 27. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.180 Definitions, "R", to add the terms "Ratio, Bedroom-to-Dwelling Unit," and "Ratio, Bedroom-to-Sanitation Facility" as follows:

Section 10-80.20.180 Definitions, "R

Ratio, Bedroom-to-Dwelling Unit: The total number of bedrooms divided by the total number of dwelling units.

Examples: An HOHD has a total number of 1160 bedrooms and 350 dwelling units. The Bedroom-to-Dwelling Unit Ratio is:

$$\frac{\text{1160 bedrooms}}{\text{350 dwelling units}} = 3.31$$

Section 28. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.190 Definitions, "S", to modify the term "Sanitation Facilities," as follows:

Section 10-80.20.190 Definitions, "S"

Sanitation ~~Facilities~~ **Facility:** A **delineated area for bathing** ~~bathroom~~ that contains ~~any combination of, or individually,~~ a toilet, ~~shower,~~ sink, and a shower or~~,~~ tub ~~or related bathing and sanitation fixtures~~. **The fixtures** (toilet, sink, **and a shower or** tub) **may be located in a room or in close proximity that functions as a** Sanitation **Facility as determined by the Zoning Administrator.**

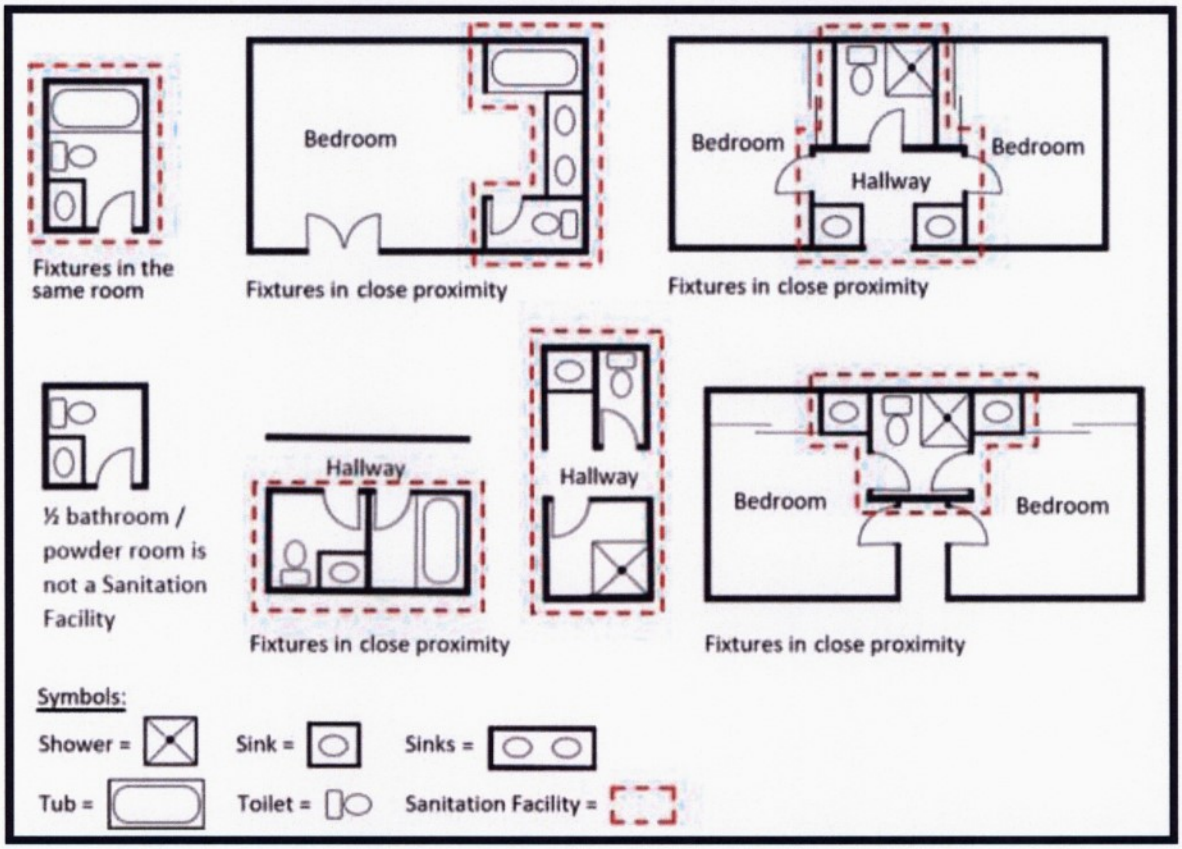


Figure 10-80.20.190 Sanitation Facility Examples

Section 29. Amend Title 10 FLAGSTAFF ZONING CODE, APPENDICES to add Appendix 1.4 Bicycle Parking Space Design Requirements, to the list, as follows:

APPENDICES

Appendix 1.1	Design Guidelines
Appendix 1.2	Additional Information on Smart Growth and Traditional Neighborhood Developments
Appendix 1.3	Sustainability Guidelines
Appendix 1.4	**Bicycle Parking Space Design Requirements**
Appendix 2	Planning Fee Schedule
Appendix 3	City of Flagstaff Landscape Plant List
Appendix 4	Outdoor Lighting Reference Material
Appendix 5	Additional Information Applicable to Division 10-50.90, Resource Protection Standards
Appendix 6	Additional Information on Affordable Housing
Appendix 7	List of Major Arterial Streets

Section 30. Amend Title 10 FLAGSTAFF ZONING CODE, APPENDICES, to add Appendix 1.4 Bicycle Space Design Requirements, as follows:

APPENDICES

Appendix 1.4
Bicycle Space Design Requirements

1.4.010 Purpose

A. It is the purpose of this Appendix to establish the minimum acceptable standards for bicycle parking spaces that are required by the Zoning Code.

1.4.020 Applicability

A. Requirements of this Appendix shall apply to all bicycle parking spaces provided on a Development Site within the Flagstaff city limits.

1.4.030 Standard Bicycle Rack Design Requirements

A. Rack Design.

1. Each rack shall be provided in accordance with one of the designs indicated in Figure 1.4.030.A., unless an alternative design is allowed in accordance with subsection C of this section.

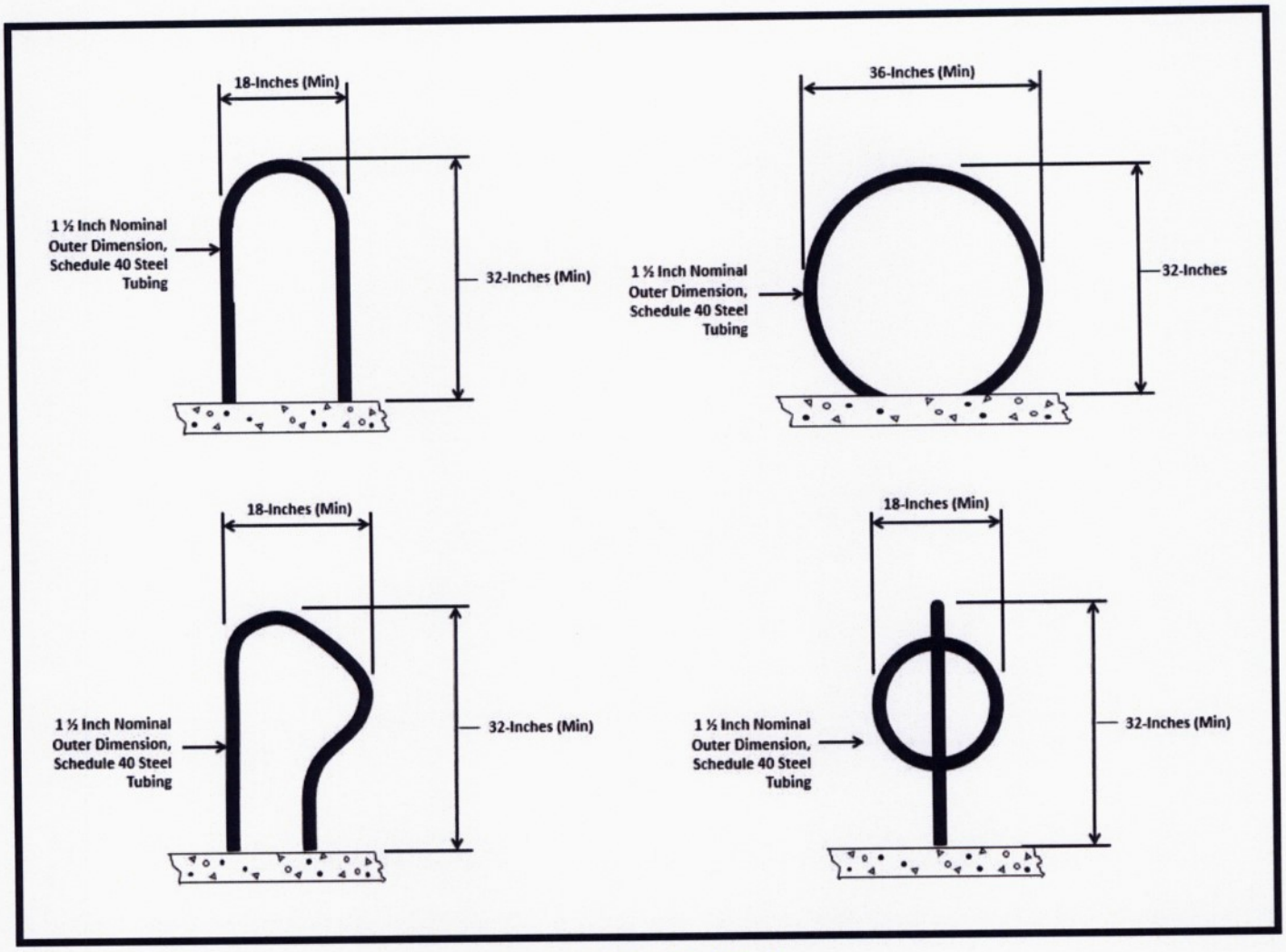


Figure 1.4.030.A. Rack Designs

B. Rack Placement.

1. The bicycle rack(s) shall be:

a. Placed in an area that complies with the location provisions of Section 10-50.80.050.B., is highly visible, well-illuminated, has frequent pedestrian activity, and is in accordance with Figure 1.4.030.B.1.;and

b. Securely mounted with a tamper-proof mounting technique to an impervious concrete, paver, or asphalt surface, unless an alternative surface is approved by the Director.

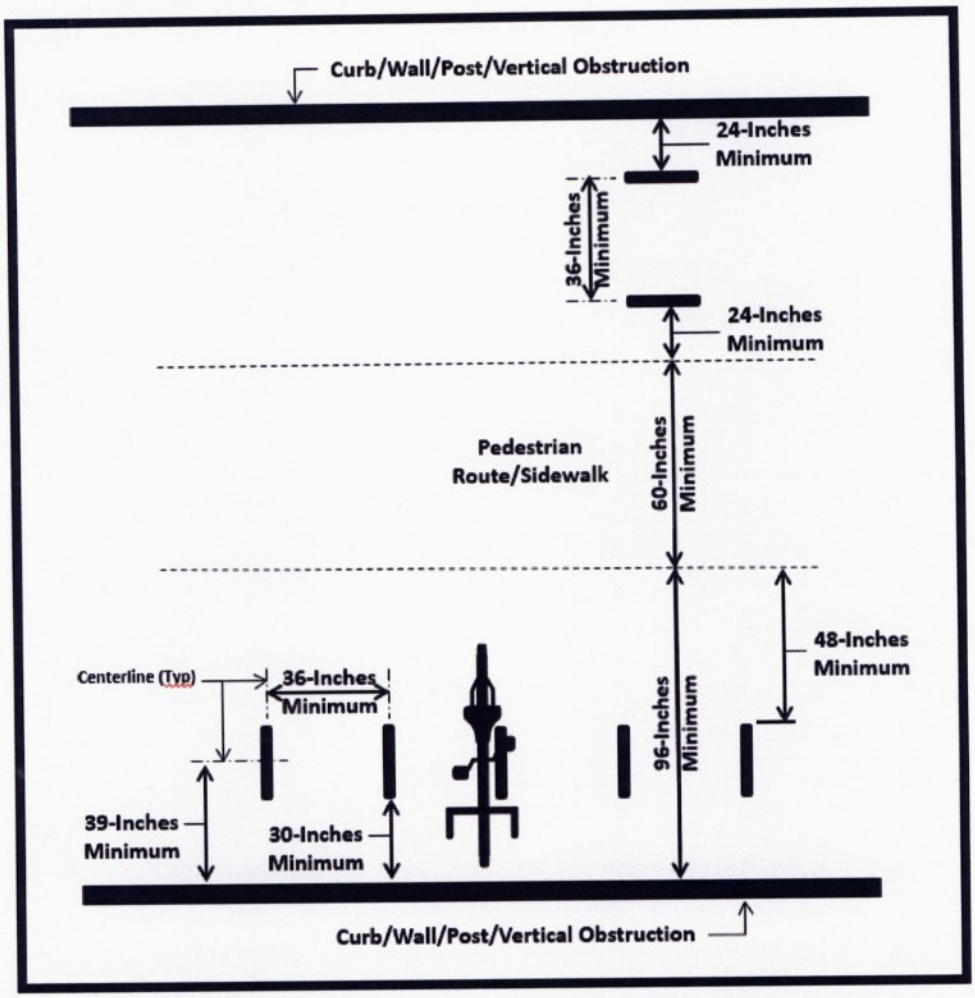


Figure 1.4.030.B.1. Bicycle Rack Placement

2. The placement of a bicycle rack shall not interfere with pedestrian movements.
3. Any bicycle rack(s) located within a parking area shall be within a barrier consisting of bollards, curbs, curb-bumpers, fences, planting areas, or a similar barrier approved by the Director.

C. Alternative Bicycle Rack Designs. The Director may approve an alternative rack design that complies with the following requirements:

1. The rack shall allow the bicycle frame and one or both wheels to be secured with a standard U-lock;
2. The rack shall be designed to support a bicycle frame in two places in a manner that does not cause damage to the wheels or allow the bicycle to tip over;
3. The rack shall be constructed of a material of sufficient strength that resists cutting, rust, bending, and deformation (Schedule 40 metal pipe is the minimum standard); and
4. The rack is not a design similar to types indicated in Figure 1.4.030.C.4.

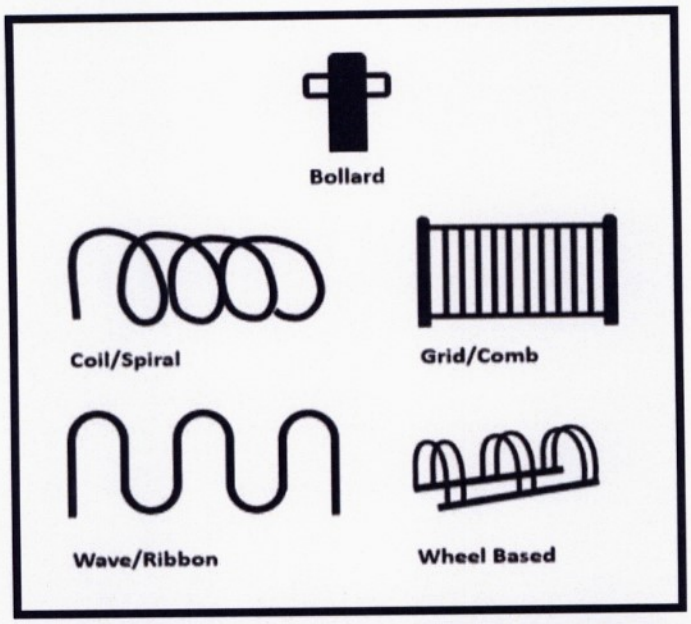


Figure 1.4.030.C.4. Unacceptable Bicycle Rack Designs

1.4.040 Standards for Indoor Secure Bicycle Parking Spaces

A. Secure Bicycle Parking Space Design.

1. The required secure bicycle parking spaces shall be in separate room(s) or cage(s) (the "Facilities") designed for bicycle storage within a building or parking structure.
2. The Facilities shall be:
    a. On the ground level, or another level that has elevator access, provided that the elevator has an interior width or depth of at least six feet;
    b. Accessed through a door or gate that utilizes an electronic keypad and code, security pass card, or a similar electronic system approved by the Director;
    c. In a location that is illuminated in accordance with the Illuminating Engineering Society (IES) of North America (IESNA) standards for security;
    d. Limited to the storage of bicycles; and
    e. Include bicycle racks or lockers.
3. The bicycle rack(s) shall:
    a. Conform with Section 1.4.030.A., unless an alternative design is allowed in accordance with Section 1.4.030.C.;
    b. Be securely mounted with a tamper-proof mounting technique to an impervious concrete, paver, or asphalt surface; and
    c. Be placed in accordance with Figure 1.4.040.A.3.c., unless an alternative configuration is approved by the Director.

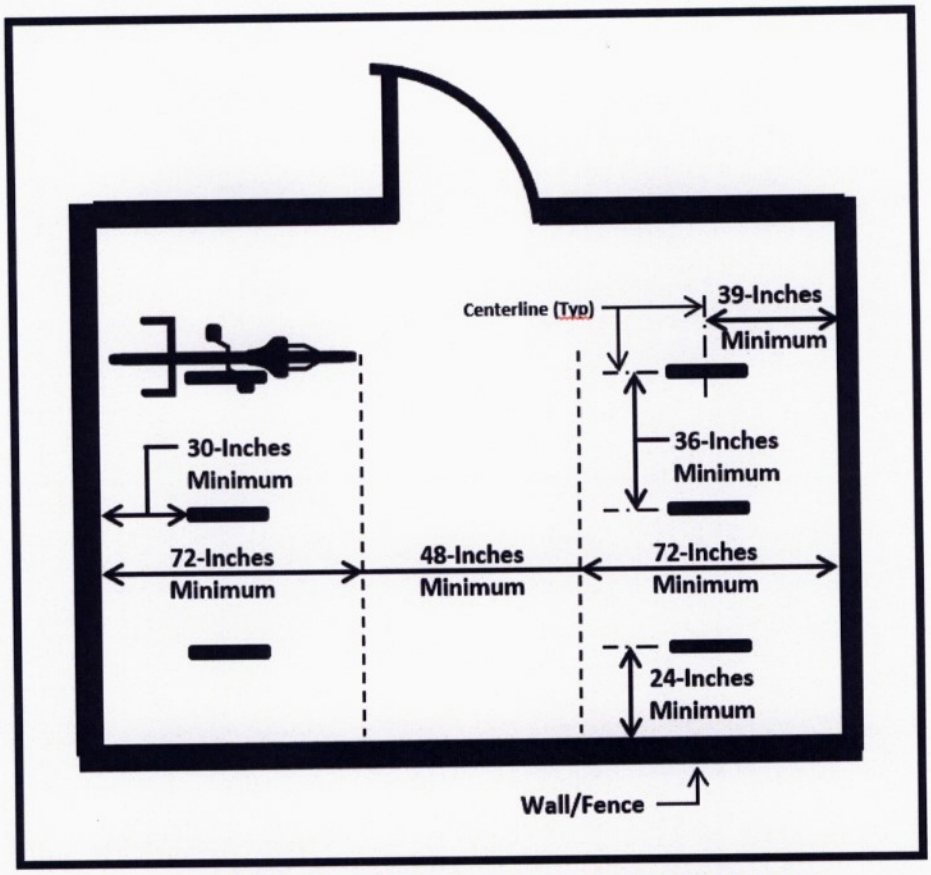


Figure 1.4.040.A.3.c. Bicycle Storage Room/Cage

1.4.050 Standards for Bicycle Lockers

A. Bicycle Locker Design and Location Requirements.

1. The lockers shall be constructed of metal. If windows are provided in the locker, the windows shall be constructed with unbreakable material. Plastic lockers are prohibited.
2. The lockers shall utilize an integral mechanical or digital ("smart") locking mechanism. Lockers that use hasp or mechanisms that allow the use of user locks is prohibited.
3. Stacked lockers shall have a wheel track to guide the bicycle into the locker.
4. Lockers located within a parking area shall be within a barrier consisting of bollards, curbs, curb-bumpers, fences, planting areas, or similar barriers approved by the Director.
5. Lockers placed outdoors shall be within 50 feet of a primary resident entry to a building. The locker(s) shall not be placed between a building and a street.
6. The lockers shall be in a location that is illuminated in accordance with the Illuminating Engineering Society (IES) of North America (IESNA) standards for security.
7. Lockers placed in a building or parking structure shall be on the ground level, or another level that has elevator access, provided that the elevator has an interior width or depth of at least six feet.
8. The placement of a locker shall not interfere with pedestrian movements.

9. The size and placement of the lockers shall conform with Figure 1.4.050.A.9., unless an alternative configuration is approved by the Director.

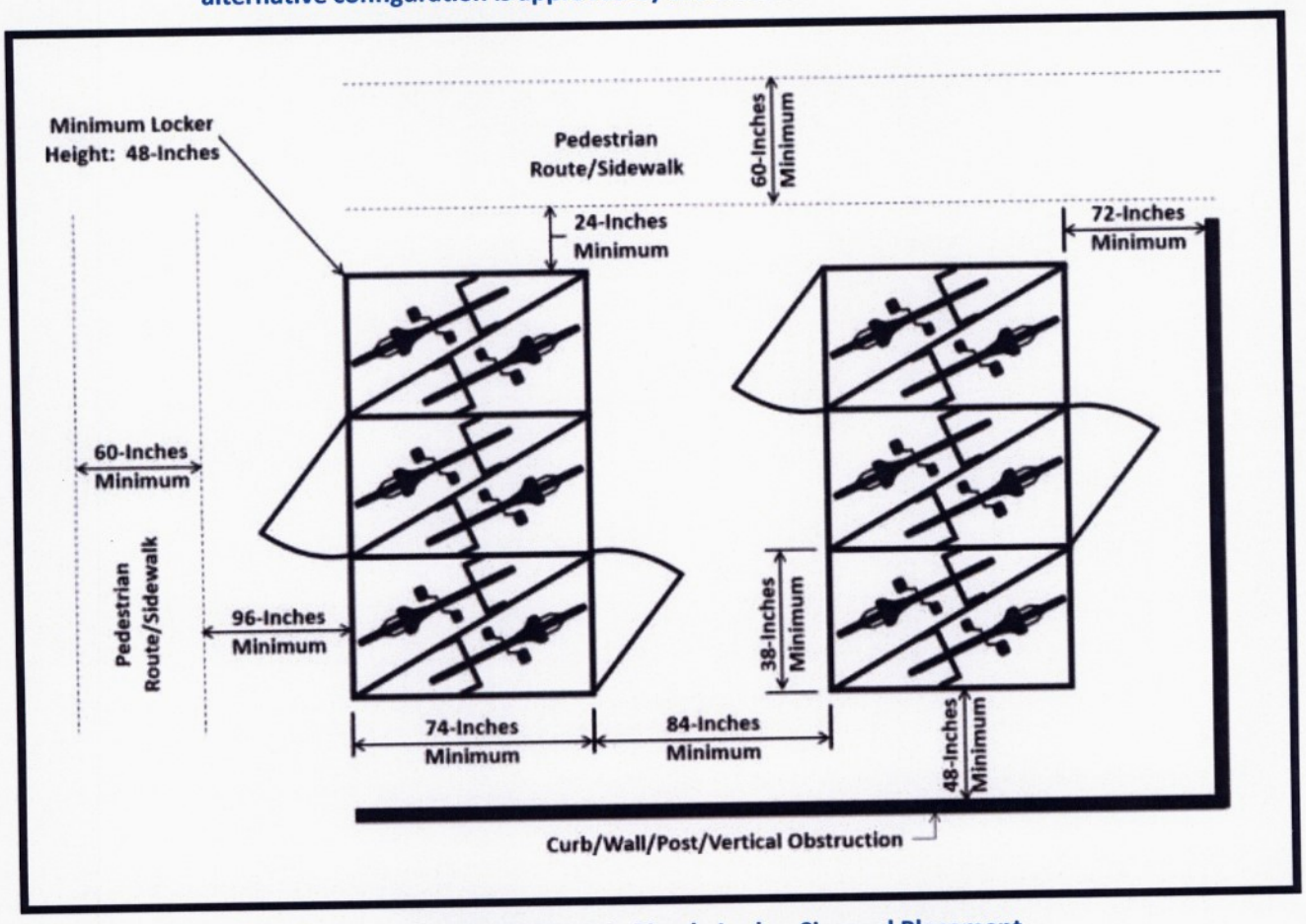


Figure 1.4.050.A.9. Bicycle Locker Size and Placement

Prop 207 Claims

Binding Waivers of Enforcement

Christina Rubalcava

Senior Assistant City Attorney

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Background

Ordinance 2020-28

- On November 17, 2020, the Flagstaff City Council adopted Ordinance 2020-28, which made various amendments to the Flagstaff Zoning Code.
- The amendments made certain changes regulating High Occupancy Housing ("HOH"), including:
  - Requiring a Conditional Use Permit for HOH
  - Restricting HOH of 4 units or more to the pedestrian shed of an activity center
  - Adding parking, bedroom/bathroom, and other HOH regulations

Background

Prop 207 Claims

- In late 2023, the City received Prop 207 claims on behalf of 3 parcels of land.

- The owners claim that, as the result of the November 2020 code amendments, their properties lost a collective $2.3 million dollars.

Overview of Prop 207

- A.R.S. § 12-1134 (also known as Prop 207) provides that if "the existing rights to use, divide, sell or possess private real property are reduced by the enactment or applicability of any land use law enacted after the date the property is transferred to the owner and such action reduces the fair market value of the property the owner is entitled to just compensation from this state or the political subdivision of this state that enacted the land use law."
- The landowner must make a written demand for a specific amount of just compensation.
- The city has 90 days to pay, amend the law, or permanently waive enforcement of the new land use law on the landowner's parcel.

Overview of Prop 207

- If the city does not act, the landowner may file a claim for just compensation in superior court within three years of the date the land use law took effect.
- Just compensation for diminution in value is the reduction in fair market value for the property resulting from the land use law.
- Fair market value is the most likely price which the land would bring if exposed for sale in the open market by a purchaser who buys with knowledge of all the uses and purposes to which it is adapted and for which it is capable.

Binding Waiver of Enforcement

- If approved by Council, the City will agree and declare that the HOH Zoning Code amendments will not be enforced nor applicable to the entirety, or any portion of, the 3 properties identified in Binding Waiver of Enforcement, attached to the staff summary as Exhibit A to the Resolution.

Questions?

Any questions?

12. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Scott Overton, Public Works Director
Date:	01/30/2024
Meeting Date:	02/06/2024

TITLE:

Consideration and Adoption of Resolution No. 2024-07: A resolution approving an Intergovernmental Agreement between Coconino County and the City of Flagstaff for the Landfill Road Construction Project.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2024-07 by title only
2) City Clerk reads Resolution No. 2024-07 by title only (if approved above)
3) Adopt Resolution No. 2024-07

Executive Summary:

The City Council is being asked to consider and approve this IGA for the purpose of delivering and sharing the expenses of the landfill road rebuild project. The primary entrance to the city's Cinder Lake Landfill is located north of the community intersecting Hwy 89N at the Johnson Ranch subdivision. This 2-mile access road has been in poor condition for several years. The County and City began discussions dating back to 2019 to improve the road and provide users of the landfill a better road section. After study, design, planning and coordination the two agencies have come to agreement in terms of funding and the delivery methods to complete the project. Each agency will be contributing approximately 50% of the cost of construction and have agreed to the same proportional share for cost overruns or savings. Once completed, the landfill customers will have a modern-day road with improvements that increase safety and provide smoother access. The project is being delivered via a Construction Manager at Risk contract and will begin in Spring 2024 with expected completion in Fall 2024.

Financial Impact:

The City and County have agreed that each Party has a proportional responsibility for the Project, which is as follows:

Total Project Cost	$ 5,060,520.00
County Proportional Share:	$ 2,440,000.00
City Proportional Share:	$ 2,620,520.00

As provided above, the City shall be responsible for construction of the Project through the CMAR contractor and will be responsible for all payments to the contractor. The County will contribute funding to the Project as a direct payment to the City. If the cost of the Project exceeds the amounts identified in the initial costing proposals, the City and County will each be responsible for the difference consistent with the proportional shares identified above. Any cost savings will be refunded to the Parties according to the same proportional shares.

Policy Impact:

Providing well maintained infrastructure is a primary function of government. This IGA demonstrates the ability to work collaboratively with other agencies and deliver a project that will serve the region and city of Flagstaff.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Deliver outstanding services to residents through a healthy, well maintained infrastructure system

Regional Plan

Policy T.1.7. Coordinate transportation and other public infrastructure investments efficiently to achieve land use and economic goals

Has There Been Previous Council Decision on This:

No previous discussions but has been an element of the Capital Improvement Plans (CIP)

Attachments: Res. 2024-07
IGA

RESOLUTION NO. 2024-07

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR THE LANDFILL ROAD CONSTRUCTION PROJECT

RECITALS:

WHEREAS, Coconino County and City of Flagstaff desire to enter into an intergovernmental agreement for the Landfill Road Construction Project; and

WHEREAS, A.R.S. §11-952 provides that public agencies, including the City and County, may enter into intergovernmental agreements for the provision of services or for joint or cooperative action; and

WHEREAS, landfill Road provides the primary access to the City's Cinder Lake Landfill and is currently maintained by the County. The road alignment is across U.S. Forest Service land and access/egress is granted by an easement agreement with the U.S. Forest Service; and

WHEREAS, the City and County have identified needed improvements to Landfill Road and have completed the necessary design for construction of the improvements; and

WHEREAS, in 2019, the City and County agreed in principle to fund proportionate shares of the improvement costs. The Parties have dedicated funding to complete the improvements and intend to deliver them in the spring of 2024; and

WHEREAS, in 2023, the design process was completed by the City, and through that process the City identified properties that required acquisition. Those real estate transactions have been completed and the improvements are ready for delivery; and

WHEREAS, the City has publicly procured a Construction Manager at Risk ("CMAR") contractor that has agreed to deliver the improvements; and

WHEREAS, the Parties desire to enter into an intergovernmental agreement to allocate the responsibilities and obligations of each Party to fund, construct, and maintain the improvements.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Coconino County and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of February 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF FLAGSTAFF AND
COCONINO COUNTY
FOR LANDFILL ROAD IMPROVEMENTS

This Intergovernmental Agreement (hereafter "Agreement") is made and entered into this _____ day of February 6, 2024 by and between the CITY OF FLAGSTAFF, a political subdivision of the State of Arizona (hereafter "City") and COCONINO COUNTY, a political subdivision of the State of Arizona (hereafter "County"). The City and County may be referred to in this Agreement individually as "Party" or together as "Parties."

RECITALS

A. A.R.S. §11-952 provides that public agencies, including the City and County, may enter into intergovernmental agreements for the provision of services or for joint or cooperative action.

B. Landfill Road provides the primary access to the City's Cinder Lake Landfill and is currently maintained by the County. The road alignment is across U.S. Forest Service land and access/egress is granted by an easement agreement with the U.S. Forest Service (Exhibit A).

C. The City and County have identified needed improvements to Landfill Road and have completed the necessary design for construction of the improvements (the "Project") (Exhibit B).

D. In 2019, the City and County agreed in principle to fund proportionate shares of the Project costs. The Parties have dedicated funding to complete the Project and intend to deliver the Project in the spring of 2024.

E. In 2023, the design process was completed by the City, and through that process the City identified properties that required acquisition. Those real estate transactions have been completed and the Project is ready for delivery.

F. The City has publicly procured a Construction Manager at Risk ("CMAR") contractor that has agreed to deliver the Project.

G. The Parties desire to enter into an intergovernmental agreement to allocate the responsibilities and obligations of each Party to fund, construct, and maintain the Project.

AGREEMENT

NOW, THEREFORE, pursuant to A.R.S. §11-952, authorizing agreements for joint exercise of authority among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to identify the roles and responsibilities of the Parties with respect to funding, construction, and maintenance of the Project.

2. Responsibilities of the City

A. The City shall be responsible for construction of the Project through a CMAR contractor. The Project is more specifically described and shown in the design plans attached as Exhibit B.

B. The City shall remain responsible for contracting procurement and Project delivery.

C. The City shall be responsible for paying the CMAR contractor the full cost of the work and will receive the County's proportional share in two payments: (1) half when the notice to proceed is issued to the CMAR contractor, and (2) the remaining half upon Project completion.

D. After construction of the Project, the City will assume all road maintenance responsibilities of Landfill Road, except for emergency operational maintenance, such as snow operations and storm/flood debris removal from the pavement

3. Responsibilities of the County

A. The County shall pay the City half of its proportional share of the Project ($1,220,000.00) no later than thirty (30) days after receiving confirmation from the City that the notice to proceed has been issued to the CMAR contractor.

B. The County shall make final payment to the City for its remaining proportional share of the Project ($1,220,000.00) after the project is substantially completed and no later than thirty days after receiving a final invoice from the City.

B. After construction of the Project, the County will continue emergency operational maintenance responsibilities, such as snow operations and storm/flood debris removal from the pavement.

4. Funding; Financial Responsibilities

The City and County have agreed that each Party has a proportional responsibility for the Project, which is as follows:

Total Cost:	$ 5,060,520.00
County Proportional Share:	$ 2,440,000.00
City Proportional Share:	$ 2,620,520.00

As provided above, the City shall be responsible for construction of the Project through the CMAR contractor and will be responsible for all payments to the contractor. The County will contribute funding to the Project as a direct payment to the City. If the cost of the

Project exceeds the amounts identified in the initial costing proposals, the City and County will each be responsible for the difference consistent with the proportional shares identified above. Any cost savings will be refunded to the Parties according to the same proportional shares.

5. Effective Date; Term

This Agreement shall be effective as of the date it is approved by the City Council and the Board of Supervisors and shall remain in full force and effect until December 31, 2025. Either Party may terminate this Agreement prior to the City issuing the notice to proceed to the contractor by providing written notice to the other Party to the Agreement. Terminating the Agreement shall not relieve a Party from those liabilities or obligations already incurred under this Agreement.

6. Insurance

Each Party shall bear the risk of its own actions and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

7. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney fees (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

8. Agents, Employees, and Contractors

Agents, employees, and contractors hired by a Party to provide services under this Agreement shall be and remain the agents, employees, and contractors of the hiring Party solely, and shall not be considered agents, employees, or contractors of the other Party.

9. Compliance with All Laws

Each Party shall comply with all federal, state, and local laws, rules, and regulations.

10. Execution Procedure

This Agreement will be executed in counterparts by the governing body of each Party.

11. Non-Discrimination

Each Party shall comply with State Executive Order No. 2009-09 and all other applicable federal and state laws, rules, and regulations, including the Americans with Disabilities Act.

12. Legal Arizona Workers Act Compliance

As mandated by A.R.S. § 41-4401, each Party (a) warrants the Party's compliance with all federal immigration laws and regulations that relate to the Party's employees and their compliance with A.R.S. § 23-214(A); (b) acknowledges that a breach of the warranty in subsection (a) of this section shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and (c) retains the legal right to inspect the papers of any contractor or subcontractor employee who works pursuant to this Agreement to ensure compliance with the warranty.

13. No Third-Party Beneficiaries

The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Dispute Resolution

The Parties shall have the right to litigate any disputes which arise under this Agreement. Any litigation brought by a Party against another Party to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the Parties in connection with this Agreement, the prevailing Party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing Party. To the extent required by A.R.S. § 12-1518, the Parties to this Agreement agree to resolve all disputes arising out of or relating to this contract through arbitration.

15. Integration; Amendment

All Parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except as expressed in this Agreement, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded by and merged in this Agreement. This Agreement may be amended only by the mutual written agreement of both Parties, and any such amendment will become effective on the date so specified. The City Manager and County Manager have express authority to approve amendments to this Agreement.

16. Severability

In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect.

17. Waiver

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision hereof, nor shall any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach of this Agreement.

18. Notices

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the Party to be notified, or to such other address, notice of which is given in accordance with this Section:

CITY:
City of Flagstaff
Attn: Greg Clifton, City Manager
211 W. Aspen Ave
Flagstaff, AZ 86001

With a copy to:
City of Flagstaff Public Works
Attn: Scott Overton, Public Works Director
211 W. Aspen Ave
Flagstaff, AZ 86001

COUNTY:
Coconino County
Attn: Steve Peru, County Manager
219 E. Cherry Ave
Flagstaff, AZ 86001

With a copy to:
Coconino County Public Works
Attn: Christopher Tressler, Public Works Director
219 E. Cherry Ave
Flagstaff, AZ 86001

19. Cancellation for Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

20. Authority to Contract

Each Party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder and has taken all required acts or actions necessary to authority the same.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the day and year first written above.

City of Flagstaff	**Coconino County**
_____	_____
Greg Clifton, City Manager	Steve Peru, County Manager
Attest:	Attest:
_____	_____
City Clerk	Clerk of the Board
Approved as to form:	Approved as to form:
_____	_____
City Attorney's Office	County Attorney's Office

12. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Matthew Morales, Project Manager
Co-Submitter:	Evan Tyrrell
Date:	01/30/2024
Meeting Date:	02/06/2024

TITLE:

Consideration and Approval of Contract: Construction Manager at Risk (CMAR) Service Agreement - GMP1 with Rummel Construction, Inc. for the Landfill Road Improvement Project.

STAFF RECOMMENDED ACTION:

1. Approve the CMAR Construction Services Agreement - GMP 1 with Rummel Construction, Inc. for a Guaranteed Maximum Price (GMP1) in the amount of $4,887,944.86 and a contract duration period of 171-calendar days; and
2. Approve an Owner's Contingency of $172,020.37, which is 4.25% of the GMP1; and
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff recommends approval of the CMAR Construction Services Agreement (Agreement) for a Guaranteed Maximum Price (GMP1) in the amount of $4,887,944.86 with an Owners Contingency of $172,020.37, for a Total Contract Price of $5,059,965.23, to Rummel Construction, Inc. (Rummel), per the attachment known as "GMP-Rummel Const., Inc". Approval will authorize construction of the Landfill Road Improvements (Project). The Project includes the improvements of the two-mile Forest Service road (FR 6010) from State Route 89 to Cinder Lake Landfill.

The scope of work consists of removal and replacement of new improvements per the approved construction plans, including:

- Clearing & Grubbing (includes tree removal);
- Provide all necessary traffic control, survey, and quality control measures;
- Installation of Stormwater Pollution Prevention control measures;
- Removal and savage of existing signage, fencing, and gates;
- Demolition of fencing, existing culverts, riprap, asphalt pavement and other miscellaneous items;
- Roadway excavation and embankment to realign and reconstruct the complete roadway;
- Install new drainage features (culverts, headwalls, riprap, and erosion control mats);
- Produce and place new aggregate base and asphalt pavement for the new roadway in accordance with approved design specifications;
- Install new and salvaged signage;
- Install new and salvaged fencing;
- Painting and roadway striping; and
- Any necessary coordination between the Coconino National Forest (National Forest), Coconino County, and the City of Flagstaff.

Pending Council's approval, the Project is anticipated to begin in March 2024 and continue through September 2024. The 171-calendar-day duration is projected to cover the construction of the entire project.

Financial Impact:

The Landfill Road Improvement Project is funded by the total budget appropriations of $4.3 million from the Public Works-Solid Waste Capital Improvement line item (211-06-167-0631-0-4433) in FY2023-24 with additional appropriation of $1.0 million in FY2024-25 expected for total project budget of $5.3 million. Part of the funding source for this project is $2,440,000, dedicated from Coconino County (County) through an Intergovernmental Agreement (IGA).

Should any remaining costs be incurred (above $172,020.37) to cover the owner contingency, they will be split between the City and the County, per the Intergovernmental Agreement (IGA) presented by the Public Works Director in the Resolution, as referenced in this meeting's agenda.

Policy Impact:

Proper planning and program development results in good governance and efficient use of financial resources to improve community transportation infrastructure and promote the health, welfare, and safety of the residents of the City.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performance Governance

- Serve the public by providing high quality customer service
- Enhance the organizations fiscal stability & increase efficiency and effectiveness

Safe & Healthy Community

- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Sustainable, Innovative Infrastructure

- Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs.
- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Environmental Stewardship

- Promote, protect, & enhance a healthy, sustainable environment & its natural resources.

Regional Plan

Goal PF.2 - Provide sustainable and equitable public facilities, service, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Has There Been Previous Council Decision on This:

This project has been presented to Council as a Capital Improvement item at past budget retreats and work sessions. On April 18, 2023 Council approved *Ordinance/Resolution No. 2023-07: An ordinance of the Flagstaff City Council Authorizing the Acquisition of Real Property for the Cinder Lake Landfill Road Improvements Project* . The ordinance allowed for the conveyance of portions of properties needed to safely redesign and reconstruct Landfill Road, while providing fair market value for such properties.

Options and Alternatives:

1. Approve the award for the Agreement as recommended and delivery the road project
2. Do not approve the award as proposed

    a. If rejection occurs, possible direction may include:
        i. Requesting staff to re-evaluate the recommendation; or
        ii. Re-prioritize this project and provide preferred direction
        iii. Advertise for new proposals and review at a later date

Background/History:

On February 22, 2023, Procurement staff posted a Request for Statements of Qualifications (RSOQ) solicitation for Construction Manager at Risk (CMAR) services on the PlanetBids electronic bidding website, and advertised it in the Arizona Daily Sun on March 5, 2023 and March 12, 2023. On March 22, 2023, Procurement received three Statements of Qualifications (SOQs) from contractors responding to the RSOQ. A Selection Committee of six members, including one member, a licensed contractor outside of City staff, independently reviewed and evaluated the SOQs in accordance with guidelines established by the enabling legislation. Based upon the numerical scoring of the written SOQs, the Selection Committee identified the most qualified Firm to perform the CMAR services for the Project and recommended to commence negotiations for a scope and fee proposal to be provided by FNF Construction, Inc. Final scores of all firms are as follows:

FNF, Inc. 594 Points
Rummel Construction Inc. 587 Points
C&E Paving and Grading 557 Points

Staff began working with FNF, Inc. (FNF) to develop the scope of work through a Design Phase Services Agreement. After meeting with staff and the design engineer, FNF submitted a Rough Order of Magnitude (ROM) estimate, which significantly exceeded the projected budget stated in the original solicitation, and FNF was unable to subsequently adjust the ROM to meet the budgetary needs of the Project. Consequently, Procurement provided a Notice to Terminate Negotiations to FNF. Staff then contacted the second most qualified contractor, Rummel, to proceed with a new Design Phase Services Agreement.

Working with staff and the design engineer over several months, Rummel submitted a GMP that both fits within the budget and meets the needs of the project.

Key Considerations:

Landfill Road (Road) has been under the jurisdiction of Coconino National Forest (U.S. Forest Service) since its inception. The 2-mile Road has been utilized for primary access to the Cinder Lake Landfill since 1965. The Road is currently in significant disrepair and needs to be reconstructed.

The previous Special Use Permit, issued by the Forest Service in 1963 (see attachment named Landfill Road-SUP), limited the ability of Cinder Lake Landfill to make improvements to the Road without detailed review and approval from the Forest Service. Therefore, in 2017 Forest Service staff implied conveyance of an easement to Cinder Lake Landfill would likely best serve the needs of Cinder Lake Landfill. Subsequently, staff coordinated the preparation of the necessary Environmental Assessments (EA) under the National Environmental Policy Act (NEPA). The review and approval of the EA was completed in October, 2022 (see attachment named "Nat. Forest-Decision Letter") and the easement was recorded in June, 2023 (see attachment named Landfill Road Easement). The easement now allows Cinder Lake Landfill to properly plan and coordinate the construction of this Project and plan for future maintenance needs.

Since the inception of the Cinder Lake Landfill in 1965, Coconino County has assumed responsibility for the maintenance of the Road. However, Cinder Lake Landfill has recently taken a more vested interest to

ensure safe and convenient access to its customers for years to come. In 2017, previous City and County Leaders initiated discussions program a complete rebuild and better define the maintenance responsibilities once completed.

The award of the Construction Manager at Risk (CMAR) method of project delivery advances the project development schedule. In addition, value engineering, construction reviews, and design input conducted as part of this agreement have the potential to realize future construction cost savings over the traditional design-bid-build delivery method.

Expanded Financial Considerations:

Staff will program for regular maintenance of the Road in future budget years. The final maintenance obligations will be further defined in a separate joint maintenance agreement with Coconino County.

Community Benefits and Considerations:

The intent of this project is to provide safe, reliable, and efficient access to the Landfill customers for many years to come. Reconstruction of the Road will also ensure access for the recreationalists that utilize the trails in the area.

Community Involvement:

None at this time.

Expanded Options and Alternatives:

None at this time

Attachments:

Presentation
Rummel Contract and Exhibits
Nat. Forest-Decision Transmittal Letter
Landfill Road-Site Map
Landfill Road-SUP
Forest Service Easement

Cinder Lake Landfill Access Road Reconstruction

Consideration of a Contract with Rummel Construction Inc.

February 6, 2024

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

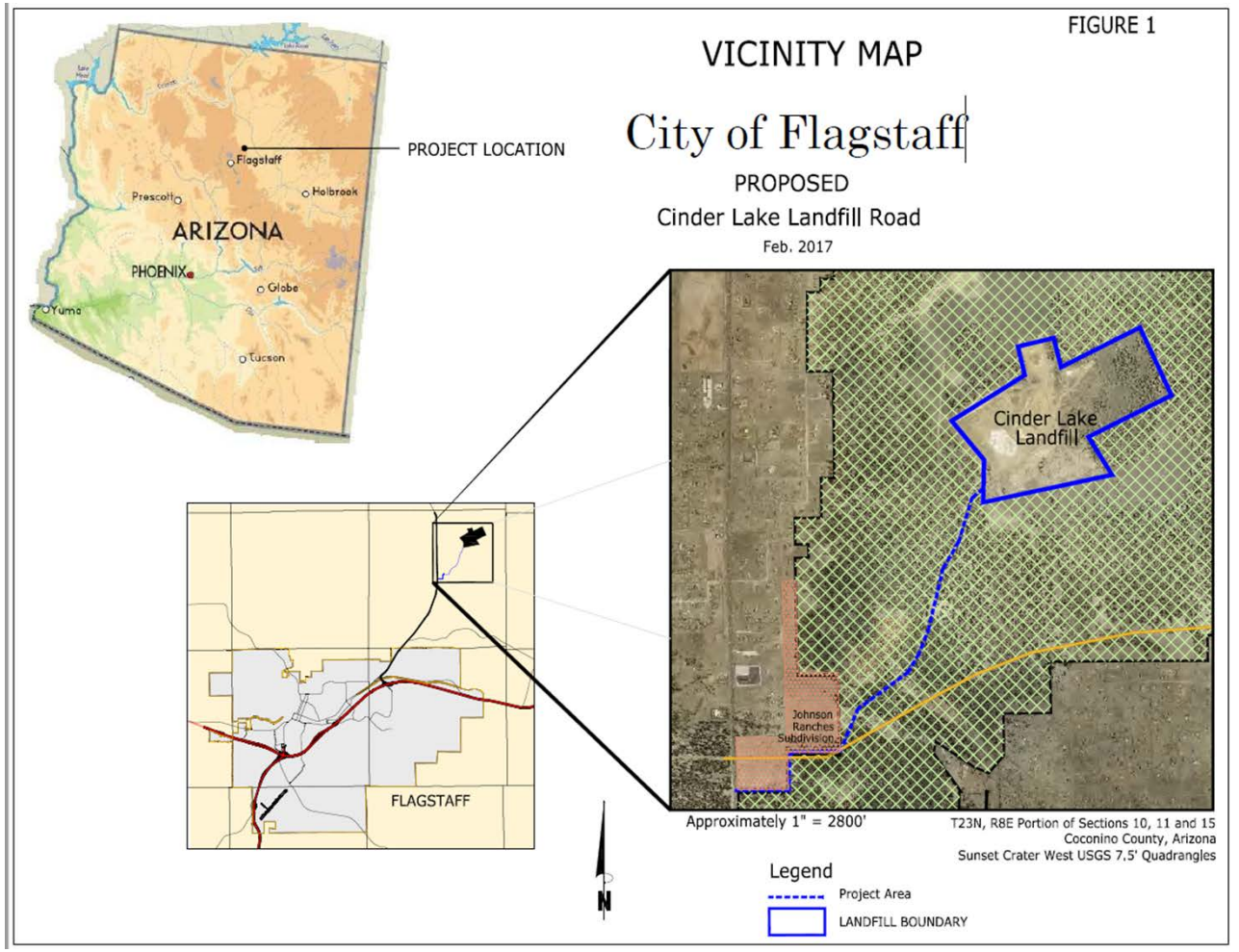
Landfill Access Road Reconstruction

Location and Scope of Work

- Forest Service Road 6010 (2 miles long)
- Forest Service reviewed and approved in 2022
- Forest Service granted the easement to City of Flagstaff in 2023

Contractor Scope of Work

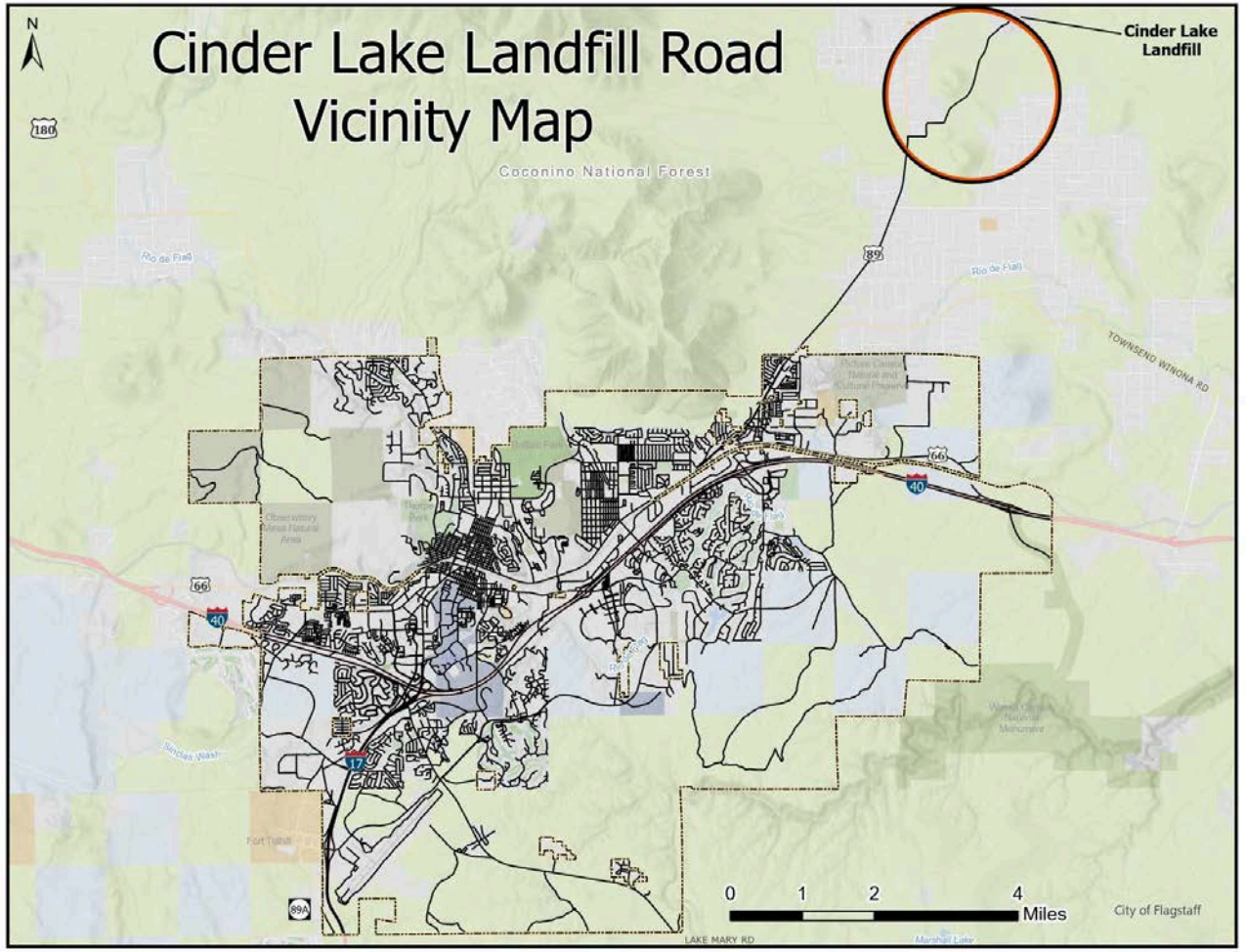
- Replacement of asphalt pavement roadway
- Replacement of fences along Forest Service easement
- Improvements to stormwater mitigation structures and drainages



Landfill Access Road Reconstruction

Good Community Investment

- Improves road conditions and safety
- Ensures ongoing reliable access for
  - Regional Cinder Lake Landfill
  - Hazardous Products Center
  - Recreationalists using Forest Service trails
- Complements stormwater mitigation necessitated by recent forest fires
  - Pipeline Fire East impacts
- Investment in infrastructure for future
- Ensure on-going access during construction with good traffic control



Landfill Access Road Reconstruction

Rummel Construction, Inc.

- Construction Manager at Risk (CMAR)
  - Over 50 past related projects
  - 27 years of construction experience
- Collaborative efforts through design phase
  - Value engineering
  - Professional delivery of submittals



Landfill Access Road Reconstruction

Timeline

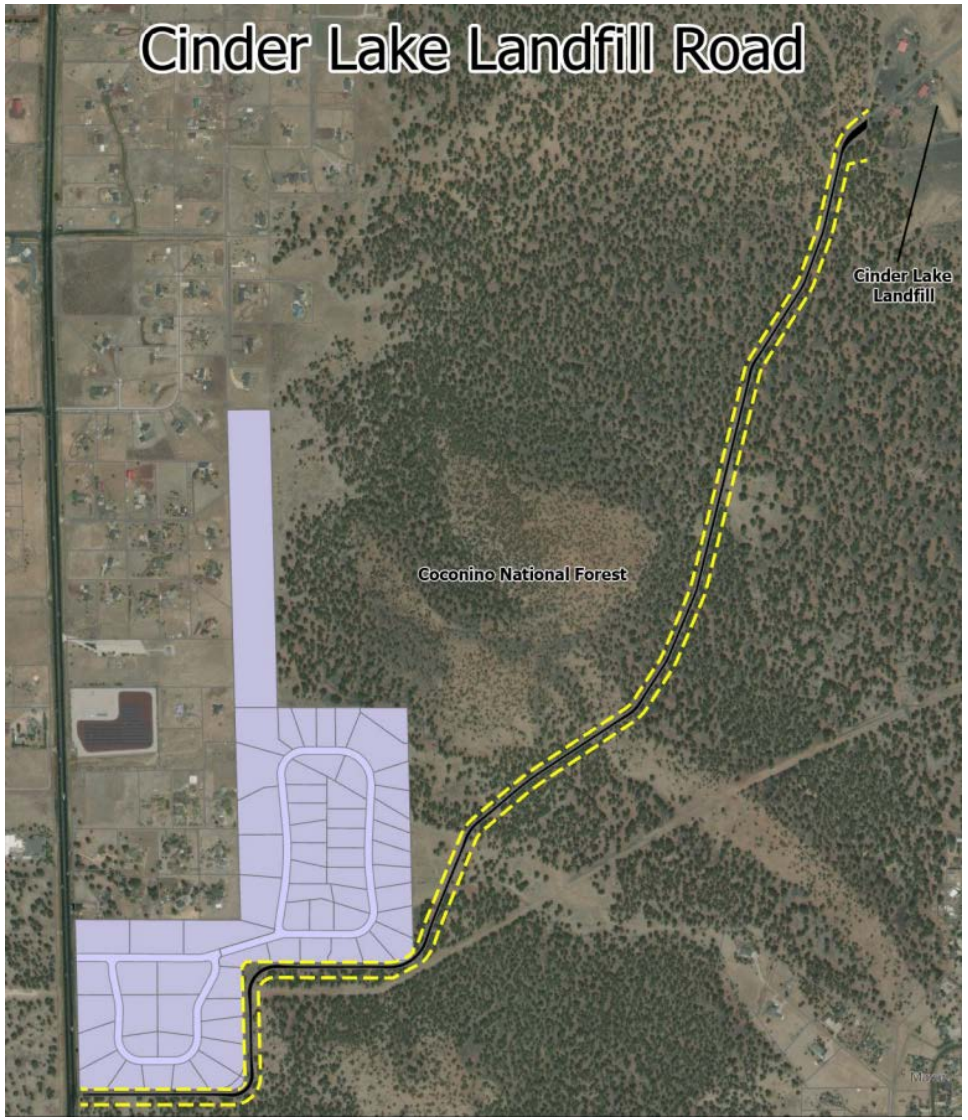
- Project kick off
  - March 2024
- Roadwork & stormwater improvements
  - April through July 2024
- Finish work (striping, signing, seeding, fence replacement etc.)
  - July through September 2024



Landfill Access Road Reconstruction

Approval Request

- Contract Value
  - $5,059,965.23
- Budget
  - $4.3 million in FY 24 budget
    - $2.44 million in funding from Coconino County through an Intergovernmental Agreement
  - $1.0 million funded in FY 25 capital budget



Questions?

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

City of Flagstaff, Arizona

Cinder Lake Landfill Road (Forest Road 6010) Improvement Project

CONSTRUCTION MANAGER AT RISK

CONSTRUCTION PHASE SERVICES

Agreement No. 2023-94

Mayor
Becky Daggett

Council

Austin Aslan
Deborah Harris
Khara House
Lori Matthews
Jim McCarthy
Miranda Sweet

City Manager
Greg Clifton

Public Works Director
Scott Overton

TABLE OF CONTENTS

PAGE

RECITALS..... 1

ARTICLE 1 - DEFINITIONS 1

ARTICLE 2 – CMAR'S SERVICES AND RESPONSIBILITIES 6

ARTICLE 3 - CITY'S SERVICES AND RESPONSIBILITIES 13

ARTICLE 4 - CONTRACT TIME 15

ARTICLE 5 - CONTRACT PRICE 19

ARTICLE 6 - CHANGES TO THE CONTRACT PRICE AND TIME 20

ARTICLE 7 - PROCEDURE FOR PAYMENT 23

ARTICLE 8 – CLAIMS AND DISPUTES 27

ARTICLE 9 – SUSPENSION AND TERMINATION 29

ARTICLE 10 - INSURANCE AND BONDS..... 31

ARTICLE 11 - INDEMNIFICATION 34

ARTICLE 12 - GENERAL PROVISIONS..... 35

SIGNATURE PAGE 42

EXHIBIT A – PROJECT DESCRIPTION

EXHIBIT B – APPROVED GMP PROPOSAL

City of Flagstaff, Arizona

CINDER LAKE LANDFILL ROAD (IMPROVEMENT PROJECT
CONSTRUCTION MANAGER AT RISK
CONSTRUCTION PHASE SERVICES
Agreement No. 2023-94

This Construction Services Agreement ("Agreement") is made and entered into by and between the City of Flagstaff, an Arizona municipal corporation ("Owner"), and Rummel Construction, Inc., an Arizona Corporation ("Construction Manager at Risk" or "CMAR") on this ___ day of _____, 20__.

RECITALS

A. The City Manager of the City of Flagstaff, Arizona, is authorized and empowered by provisions of the City Charter to execute agreements for professional services and construction services.

B. The Owner intends to construct the Cinder Lake Landfill Road (Forest Service Road 6010) **Improvement Project,** as more fully described in Exhibit "A," attached ("Project").

C. To undertake the construction administration of the Project, the Owner has entered into a separate agreement with Shephard Wesnitzer, Inc.

D. CMAR has represented to the Owner that it has the ability to provide construction phase services for the Project, and based on this representation, the Owner hereby engages CMAR to provide these services and construct the Project.

E. A Design Phase Services Agreement (Contract No. 2023-94) has been executed previously between the Owner and CMAR to perform design phase services for the Project. Those services may continue during the duration of this Agreement.

AGREEMENT

***NOW THEREFORE*,** for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the Owner and CMAR as follows:

Article 1 - Definitions

"Addenda" - Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct, or change the GMP Proposal(s) requirements.

"Agreement" - This written document signed by the Owner and CMAR covering the construction phase of the Project, and including other documents itemized and referenced in, or attached to, and made part of this Agreement.

"Alternate Systems Evaluations" – Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles which have the potential to reduce construction costs while still delivering a quality and functional Project that meets the Owner requirements.

"Change Directive" - A written order prepared and signed by the Owner, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

"Change Order" - A type of Contract amendment issued after execution of the Contract Documents or future GMP Amendments where unanticipated or unforeseen circumstances in Work have been encountered. Each Change Order shall be signed by the Owner and CMAR, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Time; or other modifications to Agreement terms.

""City" ("Owner") - The City of Flagstaff, a political subdivision of the State of Arizona, with whom CMAR has entered into this Agreement and for whom the services are to be provided pursuant to said Agreement.

"CMAR" - The Contractor selected by the Owner to provide construction services as detailed in this Agreement.

"CMAR's Contingency" - A fund to cover cost growth during the Project, legitimate unforeseen construction expenses, or expenses otherwise agreed to by the Owner to be used at the discretion of CMAR usually for costs that result from Project circumstances. The amount of CMAR's Contingency shall be negotiated as a separate line item in each GMP package. Use and management of CMAR's Contingency is described in this Agreement.

"CMAR's Representative" - The designated CMAR Representative.

"CMAR's Senior Representative" - The designated CMAR Senior Representative.

"Construction Documents" - Certain plans, specifications and drawings prepared by the Design Professional(s) after correcting for permit review requirements or dated plans and specifications specifically identified as the "Construction Documents" herein or in an Exhibit or Addendum which is attached hereto.

"Construction Fee" - CMAR's administrative costs for providing off-site management, supervision, General Conditions support, support of construction activities, home office overhead, and profit, as applicable to this Project, whether at CMAR's principal or branch offices.

"Contingency, CMAR's" - A fund to cover cost growth during the Project, legitimate unforeseen construction expenses, or expenses otherwise agreed to by the Owner to be used at the discretion of CMAR usually for costs that result from Project circumstances. The amount of CMAR's Contingency shall be negotiated as a separate line item in each GMP package. Use and management of CMAR's Contingency is described in in this Agreement.

"Contingency, Owner's" - A fund to cover cost growth during the Project used at the discretion of the Owner usually for costs that result from the Owner-directed changes or unforeseen Site conditions. The amount of the Owners' Contingency shall be set solely by the Owner and shall be in addition to the CMAR's GMP. Use and management of the Owner's Contingency is described in this Agreement.

"Contract Documents" - The following items and documents in descending order of precedence executed by the Owner and CMAR: (i) all written modifications, amendments, and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; and (iv) GMP Plans and Specifications.

"Contract Price" - The amount or amounts set forth in this Agreement.

"Contract Time" - The number of days or the dates related to the construction phase, including authorized adjustments, allotted in the Contract Documents for Substantial and Final Completion of the Work, subject to Winter Shutdown.

"Cost Models" - Cost tabulation for the construction of the Project developed by the CMAR and continually updated throughout the preconstruction phase and utilized to develop the Guaranteed Maximum Price Proposal. The Cost Model is created using the Design Professional(s) list of standard pay items.

"Cost of the Work" - The direct costs necessarily incurred by CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees, materials testing, and related items. The Cost of the Work shall not include CMAR's Construction Fee, General Conditions Costs, bonds, insurance, or taxes.

"Critical Path Method" ("CPM") - A scheduling technique used to predict project duration by analyzing which sequence of activities has the least amount of scheduling flexibility thus identifying the path (sequence) of activities which represent the longest total time required to complete the Project. Delay in completion of the identified activities shall cause a delay in achieving Substantial Completion.

"Day(s)" - Calendar days unless otherwise specifically noted in the Contract Documents.

"Deliverables, Construction Phase Services Agreement" - The Work conducted by CMAR during the construction phase which may include, but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost models, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed Minority Business Enterprise/Women's Business Enterprise ("MBE/WBE") Utilization as may be required or appropriate, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Agreement or required by the Project Team and other services set forth in this Agreement or reasonably inferable therefrom.

"Deliverables, Design Phase Services Agreement" - The Work by CMAR during the design phase which may include, but is not limited to: design recommendations, Project scheduling, constructability reviews, alternate systems evaluation, cost estimate, Minority Business Enterprise/Woman's Business Enterprise/Small Business Enterprise ("MBE/WBE/SBE") utilization, Subcontractor agreements, Subcontractor bid packages, GMPs preparations and other services set forth in the Design Phase Services Agreement or reasonably inferable therefrom.

"Design Professional" - A qualified, licensed design professional who furnishes, design**,** construction documents, and/or construction administration services required for the Project.

"Drawings (Plans)" - Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by CMAR during the construction phase, and which have been prepared or approved by the Design Professional(s) and the Owner. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or bidability reviews and in preparing cost models (e.g., conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but *"not for construction"*. Shop Drawings are not Drawings as so defined.

"Differing Site Conditions" - Concealed or latent physical conditions or subsurface conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Final Completion" - 100% completion of all construction Work noted in, or reasonably inferred from the Contract Documents, including but not limited to, all Punch Lists work, all record and close-out documents specified in Owner's Project specifications and Owner training/start up activities.

"Float" - The number of Days by which an activity can be delayed without lengthening the Critical Path and

extending the Substantial Completion date.

"General Conditions Costs" - All on-site Project-specific costs required to perform the Work, but not itemized or included in the Cost of the Work. Includes, but is not limited to, the following types of costs for CMAR during the construction phases: (i) payroll costs for Project manager or CMAR for work conducted at the Site; (ii) payroll costs for the superintendent and full-time general foremen; (iii) payroll costs for other management personnel resident and working at the Site; (iv) workers not included as direct labor costs engaged in support (e.g., loading/unloading, clean-up, etc.); (v) costs of offices and temporary facilities setup solely for this Project, including, office materials, office supplies, office equipment and minor expenses; (vi) cost of utilities, fuel, sanitary facilities and telephone services at the Site; (vii) costs of liability and other applicable insurance premiums not included in labor burdens for direct labor costs, (viii) costs of bond premiums, (ix) costs of consultants not in the direct employ of CMAR or Subcontractors.

"Guaranteed Maximum Price" or "GMP" - The sum of the maximum Cost of the Work; the Construction Fee; General Conditions Costs, taxes, and CMAR's Contingency.

"GMP Plans and Specifications" - The plans and specifications upon which the Guaranteed Maximum Price proposal is based.

"Legal Requirements" - All applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Notice to Proceed" or "NTP" - The directive issued by the Owner, authorizing CMAR to start Work.

"Opening Physical Conditions" - The current physical conditions present on the Site as jointly documented by an inspection of the Site by Owner and CMAR at the Pre-construction Conference.

"Owner's Representative" - The designated City Project Manager.

"Owner's Senior Representative" - The City of Flagstaff's designated Division/Department Head.

"Performance Period" - The period of time allotted in the Contract Documents to complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP and shown on the Project Master Schedule.

"Payment Request" - The Owner form used by CMAR to request progress payments or final payment for Work and which shall include such supporting documentation as is required by the Contract Documents or the Owner.

"Pre-construction Conference" - A Conference held between Owner and CMAR prior to the commencement of any Work, as scheduled by the Owner's Representative or designee.

"Product Data" - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CMAR to illustrate materials or equipment for some portion of the Work.

"Project" - The Work to be completed in the execution of this Agreement, as amended, and as described in the Recitals above and in Exhibit "A" attached.

"Project Team" - The Construction Phase Services team consisting of the Design Professional, CMAR, the Owner's Representative, the Owner's Client Department representatives and other stakeholders who are responsible for making decisions regarding the Project.

"Project Record Documents" - The documents created pursuant to this Agreement.

"Samples" - Physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work shall be evaluated.

"Schedule of Values" ("SOV") - A statement furnished by CMAR to the Owner's Representative for approval, reflecting the portions of the GMP allotted for the various parts of the Work and used as the basis for evaluating CMAR's applications for progress payments.

"Shop Drawings" - All drawings, diagrams, schedules, and other data specially prepared for the Work by CMAR or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Site" - Land or premises on which the Project is located.

"Specifications" - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship, as applied to the Work, and certain administrative details applicable thereto.

"Subconsultant" - A person, firm or corporation having an agreement with CMAR to furnish services required as its independent professional associate or consultant with respect to the Project.

"Subcontractor" - An individual or firm having a direct agreement with CMAR, or any other individual or firm, having an agreement with the aforesaid CMAR at any tier, who undertakes to perform a part of the design phase services or construction phase Work for which CMAR is responsible.

"Submittals" - Documents and/or things that may be produced or presented by one party for consideration, review, or such other actions as may be required by this Agreement by another party, entity, or person. Examples of Submittals include, but are not limited to, preliminary or evolving drafts, product data samples, etc.

"Substantial Completion" - The construction services for the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Owner's Representative, as evidenced by a Certificate of Substantial Completion, such construction services are sufficiently complete in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; without any outstanding concurrent Work at the site, except as may be required to complete or correct Punch List items. If no such certificate is issued, Substantial Completion takes place when the construction services Work or a Construction Phase is complete and ready for final payment as evidenced by the written recommendation of final payment by the Owner's Representative. The terms "substantially complete" and "substantially completed" as applied to all or part of the construction Work refers to Substantial Completion thereof.

"Supplier" - A manufacturer, fabricator, supplier, distributor, material man or vendor having a direct agreement with CMAR or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

"Winter Shutdown" - The period of time typically including December through March during which no Work will be performed by any person or entity (including, but not limited to, the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason,* on the Project.

"Work" - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources, and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

Article 2 - CMAR's Services and Responsibilities

2.0 CMAR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project, and to completely and totally construct the same and install the material therein for the Owner. All Work shall be performed in a good and workmanlike and substantial manner and within the care and skill of a qualified CMAR in Flagstaff, Arizona. The Work shall be to the satisfaction of the Owner and jurisdictional other agencies such as Coconino County (County), the Arizona Department of Transportation (ADOT), and the United States Department of Agriculture, Forest Service (Forest Service). The Works shall be strictly pursuant to and in conformity with the Project's Contract Documents. It is not required that the services be performed in the sequence in which they are described.

2.1 General Services

CMAR's Representative shall be reasonably available to the Owner and shall have the necessary expertise and experience required to supervise the Work. CMAR's Representative shall communicate regularly with the Owner but not less than once a week and shall be vested with the authority to act on behalf of CMAR. CMAR's Representative may be replaced only with the written consent of the Owner.

2.2 Government Approvals and Permits

2.2.1 Unless otherwise provided, CMAR shall obtain all applicable and/or necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. CMAR is specifically reminded of the need to obtain the applicable and/or necessary environmental permits or file the applicable and/or necessary environmental notices.

2.2.2 Copies of the permits and notices identified in this Agreement must be provided to the Owner's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the Owner's Representative. This provision does not constitute an assumption by the Owner of an obligation of any kind for violation of said permit or notice requirements.

2.2.3 Owner shall be responsible for City of Flagstaff and other jurisdictional agencies review and permit(s) fees for grading and drainage, water, sewer, floodplain, and landscaping. Owner shall also pay for utility design fees for permanent services.

2.2.4 CMAR shall be responsible for all other permits and review fees not specifically listed in this Agreements

2.2.5 CMAR shall be responsible for the cost of water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water are CMAR's responsibility.

2.3 Pre-construction Conference

2.3.1 Prior to the commencement of any Work, the Owner's Representative or designee shall schedule and conduct a Preconstruction Conference.

2.3.1.1 At the Pre-Construction Conference, Owner and CMAR shall document the Opening Physical Conditions of the Site as jointly documented by an inspection of the Site by Owner and CMAR at the Pre-Construction.

2.3.2 The purpose of this conference is to establish a working relationship between CMAR, utility

firms, and various City agencies. The agenda shall include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of Project Record Documents required and emergency telephone numbers for all representatives involved during construction.

2.3.3 The Notice to Proceed date shall be concurred with by the parties or set by the Owner at the Preconstruction Conference. After the meeting and upon receipt of a signed Agreement and delivery of the required bonds and insurance in an Owner approved format, a Notice to Proceed letter shall be issued confirming the construction start date, Performance Period and if applicable, the Substantial Completion date. If a Substantial Completion date is established the conditions of the Substantial Completion shall be listed and/or as set forth in Article 1 herein. Failure by CMAR to provide the properly executed bond and insurance forms in a timely manner may delay the construction start date; however, it shall not alter the proposed Substantial Completion date nor be a basis for any time extension request or other claims.

2.3.4 CMAR shall provide a Schedule of Values based on the categories used in the buyout of the Work but not greater than the approved GMPs and identifying CMAR's Contingency. The Schedule of Values shall subdivide the Work into all items comprising the Work. The Schedule of Values shall contain sufficient detail to identify each individual element of the Work and shall relate to the approved GMPs Schedule. The Schedule of Values shall be subject to approval by the Owner's representative.

2.3.5 Minimum attendance by CMAR shall be CMAR's Representative, who is authorized to execute and sign documents on behalf of the firm, the CMAR Senior Representative, and CMAR's safety officer.

2.4 Control of the Work

2.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of the Owner or a separate Contractor, CMAR shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit CMAR to complete the Work consistent with the Contract Documents.

2.4.2 CMAR shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. CMAR shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.4.3 CMAR's Representative or CMAR's Senior Representative shall be present at the Sites at all times that construction activities are taking place.

2.4.3.1 All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Sites who shall have the authority to take actions required to properly carry out that particular element of the work.

2.4.3.2 In the event of noncompliance with this Section, the Owner may require CMAR to stop or suspend the Work in whole or in part.

2.4.4 Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is CMAR's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.

2.4.5 Before ordering materials or doing work, CMAR and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation shall be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences which may be found shall be submitted to the Owner for resolution before proceeding with the Work.

2.4.6 CMAR shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to CMAR with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Owner at once.

2.4.7 CMAR shall establish and maintain all construction grades, lines, levels, and benchmarks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a Civil Engineer or Surveyor licensed as such in the State of Arizona.

2.4.8 Any person employed by CMAR or any Subcontractor who, in the opinion of the Owner, does not perform his or her work in a proper, skillful, and safe manner or is intemperate or disorderly shall, at the written request of the Owner, be removed from the Work by CMAR or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the Owner. CMAR or Subcontractor shall hold the Owner harmless from damages or claims which may occur in the enforcement of this Section.

2.4.9 CMAR assumes responsibility to the Owner for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.10 CMAR shall coordinate the activities of all Subcontractors. If the Owner performs other work on the Project or at the Site with separate contractors under the Owner's control, CMAR agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.5 Control of the Work Site

2.5.1 Throughout all phases of construction, including suspension of Work, CMAR shall keep the Site reasonably free from debris, trash and construction wastes to permit CMAR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CMAR shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit the Owner to occupy the Project or a portion of the Project for its intended use.

2.5.2 CMAR shall take whatever steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the Owner and in accordance with the requirements of the Arizona Department of Environmental Quality rules and regulations.

2.5.3 CMAR shall maintain ADA, ADAAG and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA, ADAAG and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. CMAR shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

2.5.4 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by CMAR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of CMAR.

2.6 Shop Drawings, Product Data and Samples

2.6.1 Shop Drawings, Product Data, Samples and similar Submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which Submittals are required, the way CMAR proposes to conform to the information given and the design concept expressed in the Contract Documents.

2.6.2 CMAR shall review, approve, verify, and submit to the Owner five copies of each Shop Drawing, Product Data, Sample, and similar Submittals required by the Contract Documents in accordance with the approved GMP schedule as shown in Exhibit "B" as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by CMAR, which are not required by the Contract Documents, may be returned without action.

2.6.3 CMAR shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar Submittals until the respective submittal has been approved by the Owner or Owner's designee. Such Work shall be in accordance with approved Submittals.

2.6.4 By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar Submittals, CMAR represents that CMAR has determined and verified materials, field measurements and field construction criteria related thereto, or shall do so, and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

2.6.5 CMAR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data, Samples or similar Submittals unless CMAR has specifically informed the Owner in writing of such deviation at the time of submittal and the Owner has given written approval to the specific deviation. CMAR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar Submittals by the Owner's approval thereof.

2.6.6 CMAR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar Submittals, to revisions other than those requested by the Owner on previous Submittals.

2.6.7 Informational Submittals upon which the Owner is not expected to take responsive action may be so identified in the Contract Documents.

2.6.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Owner shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.7 Quality Control, Testing and Inspection

2.7.1 All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

2.7.2 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the Owner. Any material rejected by the Owner shall be removed

immediately and replaced in an acceptable manner.

2.7.3 The procedures and methods used to sample and test material shall be determined by the Owner. Unless otherwise specified, samples and tests shall be made in accordance with the most recently adopted edition of the City of Flagstaff Engineering Division Design and Construction Standards and Specifications.

2.7.4 The Owner shall select a City or Independent Testing Laboratory and shall pay for initial City Acceptance Testing.

2.7.4.1 When the first and/or subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance and the cost of all tests, except the first test, shall be paid for by CMAR. CMAR's Contingency cannot be utilized for the cost of re-testing.

2.7.4.2 When the first and/or subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

2.7.5 CMAR shall cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.7.6 At the option of the Owner, materials may be approved at the source of supply before delivery is started.

2.7.7 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by CMAR, unless otherwise provided in the Contract Documents.

2.7.8 CMAR's convenience and quality control testing and inspections shall be the sole responsibility of CMAR and paid by CMAR.

2.8 Trade Names and Substitutions

2.8.1 Unless indicated that no substitutions are permitted, CMAR may request a substitution or alternative to Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number, subject to the following:

2.8.2 The substitution shall be submitted by CMAR in writing to the Owner.

2.8.3 CMAR shall certify that the substitution shall perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

2.8.4 The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.

2.8.5 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution.

2.8.6 CMAR if requested by the Owner shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

2.8.7 The Owner shall make the final decision and shall notify CMAR in writing as to whether the substitution has been accepted or rejected.

2.8.8 If the Owner does not respond in a timely manner, CMAR shall continue to perform the Work in accordance with the Contract Documents and the substitution shall be considered rejected.

2.9 Project Record Documents

2.9.1 During the construction period, CMAR shall maintain at the Site a set of blueline or blackline prints of the Construction Document drawings and shop drawings for Project Record Document purposes.

2.9.1.1 CMAR shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. CMAR shall give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

2.9.1.1.1 Dimensional changes to the drawings

2.9.1.1.2 Revisions to details shown on drawings

2.9.1.1.3 Locations and depths of underground utilities

2.9.1.1.4 Revisions to routing of piping and conduits

2.9.1.1.5 Actual equipment locations

2.9.1.1.6 Locations of concealed internal utilities

2.9.1.1.7 Changes made by Change Order, Change Order Directive, Field Order, Record of Field Change, ASI's and RFI's

2.9.1.1.8 Addenda and other details not on original Agreement Drawings

2.9.1.2 CMAR shall mark completely and accurately Project Record Drawing prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.

2.9.1.3 CMAR shall mark Project Record Drawings sets with red erasable colored pencil.

2.9.1.4 CMAR shall note RFI Numbers, ASI Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

2.9.1.5 CMAR shall, as a condition of Substantial Completion, submit Project Record Drawing prints and Shop Drawings to the Owner or its representative for review and comment.

2.9.2 Upon receipt of the reviewed Project Record Drawings from the Owner, CMAR shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the Owner within 14 Days:

2.9.2.1 CMAR shall provide a complete set of electronic Project Record Drawings prepared in AutoCAD format compatible with City of Flagstaff CADD technology. The Design Professional shall provide files of the original Construction Documents to CMAR for the use of preparing these final Project Record Drawings or CMAR may contract with the Design Professional to revise and update the electronic drawing files. Each drawing shall be clearly marked with "As-Built Document."

2.9.2.2 CMAR shall provide a complete set of digital final AutoCAD drawings.

2.9.2.3 CMAR shall provide the original copy of the Project Record Drawings (redline mark-ups).

2.10 Project Safety

2.10.1 CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.10.2 CMAR assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.10.3 CMAR shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CMAR's Safety Representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

2.10.4 The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.

2.10.5 CMAR and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.

2.10.6 CMAR shall immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.10.7 CMAR's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.11 Warranty

2.11.1 CMAR warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

2.11.2 CMAR's warranty obligation shall be for one (1) year, except for such greater period as may be required by the technical specifications.

2.11.3 Nothing in this warranty is intended to limit any manufacturer's warranty which provides The Owner with greater warranty rights than set forth in this Section or the Contract Documents. CMAR shall provide Owner with all manufacturers' warranties upon Substantial Completion.

2.11.4 Nothing in this warranty is intended to limit any other remedy at law that may be available to the Owner.

2.12 Correction of Defective Work

2.12.1 CMAR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to this Agreement, within a period of one (1) year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents, or as may be available to the Owner by law. A progress payment, or partial or entire use or occupancy of the Project by the Owner, shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.12.2 During the performance of the Work, CMAR shall take meaningful steps to commence correction of such nonconforming Work as notified by the Owner or as discovered by CMAR. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps during the performance of the Work, Owner, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that Owner shall commence correction of such nonconforming Work with its own forces.

2.12.3 CMAR shall, take meaningful steps to commence correction of nonconforming Work subject to this Agreement, within seven (7) days of receipt of written notice from Owner. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps within such seven-day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that Owner shall commence correction of such nonconforming Work with its own forces.

2.12.4 If Owner does perform such corrective Work, CMAR shall be responsible for all reasonable costs incurred by Owner in performing such correction.

2.12.5 For nonconforming Work that creates an emergency requiring an immediate response, CMAR shall respond and initiate corrections within twenty-four hours.

2.12.6 The one-year period identified in this Agreement applies only to CMAR's obligation to correct nonconforming Work relative to the warranty set forth in that section and is not intended to constitute a period of limitations for any other rights or remedies the Owner may have regarding CMAR's other obligations under the Contract Documents or as may be allowed by law.

Article 3 - The Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with CMAR and perform its responsibilities, obligations and services in a timely manner to facilitate CMAR's timely and efficient performance of the Work and so as not to delay or interfere with CMAR's performance of its obligations under the Contract Documents.

3.1.2 Owner shall furnish at CMAR's request, at no cost to CMAR, a CADD file of the Construction Documents in AutoCAD format compatible with the City of Flagstaff CADD technology.

3.2 The Owner's Representative

3.2.1 Owner's Representative shall be responsible for providing Owner supplied information and approvals in a timely manner to permit CMAR to fulfill its obligations under the Contract Documents.

3.2.2 Owner's Representative shall also provide CMAR with prompt notice if Owner's Representative observes any failure on the part of CMAR to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

3.2.3 The Owner may utilize field inspectors to assist the Owner's Representative during construction in observing performance of CMAR. The inspector is for the purpose of assisting the Owner's Representative and should not be confused with an inspector with a City regulatory department.

3.2.3.1 The field inspector shall be authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

3.2.3.2 The field inspector shall not be authorized to issue instructions contrary to the Construction Documents or to act as foreman for CMAR.

3.2.3.3 The field inspector shall have the authority to reject work or materials until any questions at issue can be decided by the Owner's Representative.

3.2.3.4 The furnishing of such services for the Owner shall not make the Owner responsible for or give the Owner control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for CMAR's failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services

3.3.1 The Owner may contract separately with one or more Design Professional(s) to provide construction administration of the Project. The Design Professional(s)' agreement as well as other firms hired by the Owner shall be available for review by CMAR. CMAR shall not have any right however, to limit or restrict any contract provisions and/or modifications that are mutually acceptable to the Owner and Design Professional(s).

3.3.2 The Owner may contract with the Design Professional(s) to provide some or all of the following services during the performance of the Work.

3.3.2.1 Provide oversight of the Work. The Owner and CMAR shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional(s)' consultants shall be through the Design Professional(s).

3.3.2.2 Conduct Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional(s) shall keep the Owner informed of progress of the Work and any noted defects and deficiencies of the Work and shall endeavor to guard the Owner against defects and deficiencies in the Work. The Design Professional(s) may have authority to reject construction, which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with this Agreement.

3.3.2.3 Review and recommend approval of Payment Requests.

3.3.2.4 Review and approve or take other appropriate action upon CMAR's Submittals such as Shop Drawings, Product Data and Samples in accordance with this Agreement.

3.3.2.5 Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or CMAR. The Design Professional(s)'

response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

3.3.2.6 Prepare Change Orders and may authorize minor changes in the Work as defined in this Agreement.

3.3.2.7 Conduct inspections to determine Substantial Completion and Final Acceptance.

3.3.2.8 Receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by CMAR.

3.4 Owner's Separate Contractors

3.4.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with CMAR in order to enable CMAR to timely complete the Work consistent with the Contract Documents.

3.5 Permit Review and Inspections

3.5.1 If requested by CMAR, the Owner's Representative shall provide assistance and guidance in obtaining necessary reviews, permits and inspections, however, the responsibility for obtaining the necessary reviews, permits and inspections remains with CMAR.

3.5.2 Regulating agencies of the Owner, such as Community Development, Fire, Planning, Building Inspection, Environmental Services, and Engineering Departments, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the Owner under this Agreement.

Article 4 - Contract Time

4.0 Contract Time

4.0.1 Contract Time shall start with the NTP with construction services and shall end with Substantial Completion.

4.0.2 Where there is more than one GMP, each GMP shall establish a separate NTP date and a Performance Period. The Performance Periods for individual GMPs may be sequential or concurrent as established in the individual Notices to Proceed. The Performance Period for the GMPs under this Agreement shall be one hundred seventy-one (171) calendar days starting with the NTP.

4.0.3 CMAR agrees that it shall commence timely performance of the Work and shall achieve substantial completion within the Performance Periods and Contract Time.

4.0.4 All of the times set forth in this section shall be subject to adjustment in accordance with other provisions of this Agreement.

4.0.5 Time is of the essence, for time matters and the rest of this Agreement. Pursuant to this Agreement, if, in the sole discretion of the Capital Improvements Division of the City of Flagstaff, the Project is not at Substantial Completion prior to the advent of adverse weather conditions, a Winter Shutdown shall occur during which no Work will be performed by any person or entity (including but not limited to the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the

Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason,* on the Project.

4.1 Substantial Completion

4.1.1 Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter or as may be mutually agreed by the parties in writing. Substantial Completion shall be in accordance with the definition in this Agreement and with the criteria set forth in the NTP.

4.1.2 Prior to notifying the Owner, CMAR shall inspect the Work and prepare and submit to the Owner a comprehensive list of items to be completed or corrected. CMAR shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of CMAR to complete all Work in accorda*nce with the C*ontract Document**s.**

4.1.3 CMAR shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

4.1.4 Within five (5) days of Owner's receipt of CMAR's notice, the Owner and CMAR shall jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

4.1.5 If such Work is substantially complete, Owner shall prepare and issue a Certificate of Substantial Completion that shall set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and CMAR's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

4.1.6 Owner, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items in this Agreement, (ii) CMAR and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and CMAR agree that Owner's use or occupancy shall not interfere with CMAR's completion of the remaining Work.

4.2 Final Completion

4.2.1 Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance, Owner and CMAR shall jointly inspect to verify that the remaining items of Work have been completed. The Owner shall issue a Final Completion Letter and payment pursuant to this Agreement.

4.3 Liquidated Damages

4.3.1 CMAR understands that if Substantial Completion is not attained within the Contract Time as adjusted, the Owner shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, CMAR shall pay the Owner $1,420.00 (to be determined on an agreement-by-agreement basis) per day as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.3.2 CMAR understands that if Final Completion is not attained within the Contract Time as adjusted, the Owner shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Final Completion is not attained within the Contract Time as adjusted, CMAR shall pay the Owner $1,420.00 (to be determined on an agreement-by-agreement basis) per day as liquidated damages for each Day that Final Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.4 Project Master Schedule

4.4.1 The Project Master Schedule approved as part of a GMP shall be updated and maintained throughout the Work by CMAR.

4.4.2 The Project Master Schedule shall be revised by CMAR as required by conditions and progress of the Work, but such revisions shall not relieve CMAR of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

4.4.3 Updated Project Master Schedules shall be submitted monthly by CMAR to the Owner as part of the Payment Request.

4.4.3.1 CMAR shall provide Owner with a monthly status report with each Project Master Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the GMP and within the Contract Time.

4.4.3.2 With each schedule submittal CMAR shall include a transmittal letter including the following:

4.4.3.2.1 Description of problem tasks (referenced to field instructions, requests for information ("RFI's"), as appropriate.

4.4.3.2.2 Current and anticipated delays including:

4.4.3.2.2.1 Cause of the delay

4.4.3.2.2.2 Corrective action and schedule adjustments to correct the delay

4.4.3.2.2.3 Known or potential impact of the delay on other activities, milestones, and/or the date of Substantial Completion

4.4.3.2.3 Changes in construction sequence

4.4.3.2.4 Pending items and status thereof including but not limited to:

4.4.3.2.4.1 Time Extension requests

4.4.3.2.4.2 Other items

4.4.3.2.5 Substantial Completion date status:

4.4.3.2.5.1 If ahead of schedule, the number of calendar days ahead

4.4.3.2.5.2 If behind schedule, the number of calendar days behind

4.4.3.2.5.3 Other project or scheduling concerns

4.4.4 Owner's review of and response to the Project Master Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve CMAR from compliance with the requirements of the Contract Documents or be construed as relieving CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

4.4.5 The Project Master Schedule shall include a CPM diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

4.4.5.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram schedule shall be presented in a time scaled graphical format for the Project as a whole.

4.4.5.2 The CPM diagram schedule shall indicate all relationships between activities.

4.4.5.3 The activities making up the schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

4.4.5.4 The CPM diagram schedule shall be based upon activities, which would coincide with the Schedule of Values.

4.4.5.5 The CPM diagram schedule shall show all Submittals associated with each work activity and the review time for each submittal.

4.4.5.6 The CPM diagram schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with CMAR activities.

4.4.5.7 The CPM diagram schedule shall include a critical path activity that reflects anticipated weather delay during the performance of the Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on the information set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

4.4.6 The Project Master Schedule shall consider the Owner's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

4.4.7 Float time shall be as prescribed below:

4.4.7.1 The total Float within the overall schedule, is not for the exclusive use of either the Owner or CMAR but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Agreement milestones and the Project completion date.

4.4.7.2 CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions shall be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date and then only if any such extensions or damages are shown to be justified under the Contract Documents.

4.4.7.3 Since Float time within the schedule is jointly owned, it is acknowledged that Owner-caused delays on the Project may be offset by Owner-caused time savings (i.e., critical path Submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to CMAR, etc.). In such an event, CMAR shall not be entitled to receive a time extension or delay damages until all Owner-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

Article 5- Contract Price

5.0 General

5.0.1 CMAR agrees at his own cost and expense, to completely construct and install all Work and materials as called for by this Agreement, free and clear of all claims, liens and charges whatsoever, in the manner and under the conditions specified in the Contract Documents, within the time or times stated in the approved GMP.

5.1 Contract Price

5.1.1 The Contract Price shall be as approved in the Guaranteed Maximum Price Proposal attached as Exhibit "B" and an amount of $4,887,944.86 with an additional $172,020.37 allowed for Owner's Contingency for a total contract price of $5,059,965.23.

5.1.2 The Cost of the Work is actual costs and is a not-to-exceed reimbursable amount.

5.1.3 The General Conditions Costs will be included in the GMP as a not to exceed amount and paid for on actual costs based on submitted and approved invoices. The Construction Fee will be paid as a firm lump sum.

5.1.4 Taxes are deemed to include all sales, use consumer and other taxes, which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective, or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

5.2 Guaranteed Maximum Price

5.2.1 The GMP is composed of the maximum Cost of the Work; the Construction Fee; General Conditions Costs; taxes; and CMAR's contingency all of which are not-to-exceed cost reimbursable or lump sum amounts. CMAR is at risk to cover any additional Project costs. If the Cost of Work amount, set forth in the GMP, is in excess of the actual Cost of Work and/or CMAR's Contingency, said amount by which the Cost of Work set forth in the GMP is in excess of the actual Cost of Work and/or CMAR's Contingency, shall revert to the Owner.

5.2.2 The GMP is subject to adjustments made in accordance with this Agreement and by GMP amendments to this Agreement.

5.2.3 GMP amendments are cumulative except for CMAR's Contingency. The amount of CMAR's Contingency for each GMP shall be negotiated separately.

5.2.4 If the GMP requires an adjustment due to changes in the scope of the Work the cost of such changes is determined subject to this Agreement. The markups that may be allowed on such changes shall be no greater than the markups delineated in the approved GMP.

5.3 Contingencies

5.3.1 CMAR's Contingency is an amount CMAR may use at its sole discretion for, an increase in the Cost of Work, and may use for increases in General Conditions Costs with written

approval of the Owner. CMAR's Contingency is assumed to be a direct Project cost and all applicable markups shall be applied at the time of GMP submission.

5.3.2 When CMAR utilizes CMAR's Contingency funds, CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress payment request. CMAR shall deduct the amount of CMAR's Contingency funds used from CMAR's Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If CMAR's contingency funds are used for a new line item that was not given with the original Schedule of Values, these shall be so indicated.

5.3.3 Owner's Contingency are funds to be used at the sole discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen Site conditions. Owner's Contingency shall be added to the GMP amount provided by CMAR, the sum of which shall be the full Contract Price for construction. At the time that Owner's Contingency is used the appropriate markups shall be applied.

5.4 Open Book

5.4.1 CMAR shall submit to the Owner upon request all payrolls, reports, estimates, records and any other data concerning the Work performed or to be performed or concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant progress payment checks. The requirements of this Section shall be included in all Agreements between CMAR and its Subcontractors and Consultants. The Owner may exercise its rights under this Agreement as often as reasonably necessary in the Owner's sole judgment to assure the Owner has a complete and accurate understanding of all Project costs.

5.4.2 Upon Project closeout and immediately prior to the release of final payment, the CMAR shall provide to the Owner a Final Cost Report detailing all Project costs for each division of work with supporting documentation for materials, labor, equipment and other appurtenant items.

Article 6 - Changes to the Contract Price and Time

6.0 Delays to the Work

6.0.1 If CMAR is delayed in the performance of the Work that shall cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own, or, those for whom CMAR is responsible, the Contract Times for performance shall be reasonably extended by Change Order. However, the Owner and the CMAR must agree on the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CMARs control and/or whether they are due to no fault of the CMAR, or those for whom CMAR is responsible; if the Owner and the CMAR do not agree, then an independent third party, selected by both parties, shall make the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CMARs control and/or whether they are due to no fault of the CMAR, or those for whom CMAR is responsible.

6.0.2 CMAR shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work within three (3) days of the occurrence of the delay. In the case of a continuing delay only one request is necessary.

6.0.3 By way of example, events that shall entitle CMAR to an extension of the Contract Time include acts or omissions of Owner or anyone under Owner's control (including separate Contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation,

epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

6.0.4 If adverse weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled Substantial Completion. All terms, conditions, and definitions necessary for the application of this paragraph shall be as set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

6.0.5 It is understood, however, that permitting CMAR to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the Owner of any of its legal rights herein.

6.0.6 In addition to CMAR's right to a time extension for those events set forth in this Agreement, CMAR shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of both CMAR and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God and shall not be adjusted absent a showing of actual damage.

6.1 Differing Site Conditions

6.1.1 If CMAR encounters a Differing Site Condition, CMAR shall be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CMAR's cost and/or time of performance are actually adversely impacted by the Differing Site Condition.

6.1.2 Upon encountering a Differing Site Condition, CMAR shall provide prompt written notice to Owner of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. CMAR shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.2 Errors, Discrepancies and Omissions

6.2.1 If CMAR observes errors, discrepancies or omissions in the Contract Documents, CMAR shall promptly notify the Design Professional and request clarification.

6.2.2 If CMAR proceeds with the Work affected by such errors, discrepancies, or omissions, without receiving such clarifications, CMAR does so at its own risk. Adjustments involving such circumstances made by CMAR prior to clarification by the Design Professional shall be at CMAR's risk.

6.3 The Owner Requested Change in Work

6.3.1 The Owner reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the Owner's best interest.

6.3.2 Such alterations and changes shall not invalidate this Agreement nor release the surety and CMAR agrees to perform the Work as altered, the same as if it has been a part of the original Contract Documents.

6.3.3 The Owner shall request a proposal for a change in Work from CMAR, and an adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

6.4 Legal Requirements

6.4.1 The Contract Price and/or Contract Times shall be adjusted to compensate CMAR for the effects of any changes in the Legal Requirements enacted after the date of their Agreement or the date of the GMP, affecting the performance of the Work

6.5 Change Directives and Change Orders

6.5.1 Owner and CMAR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive if any adjustments are appropriate. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.5.2 All changes in Work authorized by Change Directives and/or Change Orders shall be performed under the conditions of the Contract Documents.

6.6 Minor Changes in the Work

6.6.1 The Owner has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance, and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the Owner and CMAR. CMAR shall carry out such written orders promptly.

6.6.2 CMAR may make minor changes in Work, provided, however that CMAR shall promptly inform Owner, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CMAR.

6.6.3 Minor changes in Work shall not involve an adjustment in the Contract Price and/or Contract Times.

6.7 Contract Price Adjustments

6.7.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

6.7.1.1 Unit prices set forth in this Agreement or as subsequently agreed to between the parties;

6.7.1.2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner; and

6.7.1.3 Costs, fees and any other markups.

6.7.2 The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP as shown on Exhibit “B”.

6.7.3 If an increase or decrease cannot be agreed to as set forth in this Agreement and Owner issues a Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in their Agreement. CMAR shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

6.7.4 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices shall cause substantial inequity to Owner or CMAR because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

6.7.5 If Owner and CMAR disagree upon whether CMAR is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and CMAR shall resolve the disagreement pursuant this Agreement.

6.7.5.1 As part of the negotiation process, CMAR shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations.

6.7.5.2 If the parties are unable to agree and Owner expects CMAR to perform the services in accordance with Owner's interpretations, CMAR shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to CMAR (i) directing CMAR to proceed and (ii) specifying Owner's interpretation of the services that are to be performed.

6.8 Emergencies

6.8.1 In any emergency affecting the safety of persons and/or property, CMAR shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Section shall be determined as provided in this Article.

6.9 Force Majeure

6.9.1 The parties acknowledge that there may be events that occur during the term of this Contract that are beyond the control of both the Owner and the CMAR, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work that is the subject of this Contract, as set forth in Exhibit B. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Contract.

6.9.2 The parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the Owner will pay no additional costs incurred as a result of such events.

6.9.3 The parties agree to act in good faith to extend the Contract completion date without any penalty to the CMAR and that the extension will be in an amount of time equal to any temporary delay. This term supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

Article 7- Procedure for Payment

7.0 General

7.0.1 For and in consideration of the faithful performance of the Work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the Owner and to the Owner's satisfaction, the Owner agrees to pay CMAR the actual Cost of the Work and any applicable General Conditions Costs including, insurance and bonding, taxes and CMAR's Construction Fee, but no more than the GMP as adjusted by any change orders. Payment for the specific Work under this Agreement shall be made in accordance with payment provisions detailed below.

7.1 GMP Payment Request

7.1.1 At the pre-construction conference prescribed in this Agreement, CMAR shall submit for Owner's review and approval a Schedule of Values. The Schedule of Values shall serve as the basis for monthly progress payments made to CMAR throughout the Work.

7.1.2 At least five (5) working days prior to the date established for a Payment Request, CMAR shall submit an updated Project Master Schedule and meet with the Owner's Representative to review the progress of the Work as it shall be reflected on the Payment Request.

7.1.3 The Payment Request shall constitute CMAR's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that title to all Work shall pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project. The Payment Request shall include, at a minimum:

7.1.3.1 Monthly Executive summary detailing work completed during the pay period, a statement addressing the project budget and schedule and the items of work anticipated for the upcoming pay period

7.1.3.2 Current critical path schedule

7.1.3.3 Pay application cover sheet, detailed schedule of values and conditional lien waivers upon release of progress payment

7.1.3.4 Subcontractor and Supplier invoices and conditional lien waivers for current pay period

7.1.3.5 General Conditions invoices for current pay period

7.1.3.6 Daily Reports for current pay period

7.1.3.7 Weekly reports for current pay period

7.1.3.8 Project meeting minutes for current pay period

7.1.3.9 Certified payroll reports- alphabetical by subcontractor (when required for Davis Bacon projects)

7.1.4 The Payment Request may request payment for stored equipment and materials if construction progress is in reasonable conformance with the approved schedule.

7.1.4.1 For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and Owner shall receive the equipment and materials free and clear of all liens and encumbrances.

7.1.4.2 For materials and equipment stored off the Site, the Owner must approve the storage. The material and equipment must be stored within Coconino County or other Sites as may be approved and be accessible for Owner's inspection. CMAR must establish Owner title to such materials and equipment or otherwise protect the Owner's interest and shall include applicable insurance, bonding, storage and transportation to the Site.

7.1.4.3 All bonds and insurance required for stored materials shall name the Owner as the loss payee to the extent of its interest in the stored materials.

7.1.5 CMAR shall submit the Payment Request to Owner monthly either on the first of the month for payment on the 15th or on the 19th of the month for payment on the 30th or 31st. If the payment date is on a Saturday, payment shall be on Friday. If the payment date is on a Sunday, payment shall be on Monday.

7.2 Payment of GMP

7.2.1 Owner shall make payment in accordance with A.R.S. § 34-607. Payment shall be made no later than fourteen (14) days after the Payment Request is certified and approved, but in each case less the total of payments previously made, and less amounts properly retained under this Agreement.

7.2.2 Owner shall pay CMAR all amounts properly due. If Owner determines that CMAR is not entitled to all or part of a Payment Request, it shall notify CMAR in writing within (7) days after the date Payment Request is received by the Owner. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CMAR shall take to rectify Owner's concerns. CMAR and Owner shall attempt to resolve Owner's concerns. If the parties cannot resolve such concerns, CMAR may pursue its rights under the Contract Documents, including those identified in this Agreement.

7.3 Retention of GMP

7.3.1 Owner shall retain ten percent (10%) of each Payment Request amount provided. When fifty percent (50%) of the Work has been completed by CMAR, upon request of CMAR, Owner may reduce the amount retained to five percent (5%) from CMAR's subsequent Payment Requests if CMAR's performance of Work has been satisfactory.

7.3.2 In lieu of retention, CMAR may provide as a substitute, an assignment of time certificates of deposit (CDs) from a bank licensed by the State of Arizona, securities of or guaranteed by the United States of America, securities of counties, municipalities and school districts within the State of Arizona or shares of savings and loan institutions authorized to transact business in Arizona.

7.3.2.1 CDs assigned to the Owner must be maintained at the Owner's single servicing bank, in the form of time deposit receipt accounts.

7.3.2.2 Securities deposited in lieu of retention must be deposited into a separate account with a bank within the State of Arizona.

7.3.2.3 CDs and Securities shall be assigned exclusively for the benefit of the City of Flagstaff pursuant to the Owner's form of Escrow Agreement. Escrow Agreement forms may be obtained from the Purchasing Department by contacting Matthew Luhman, Purchasing Manager.

7.4 Substantial Completion

7.4.1 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to CMAR all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount up to two and one-half (2.5) times the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.5 Final Payment

7.5.1 After receipt of a final Payment Request, Owner shall make final payment within sixty (60) days after receipt by the Owner, provided that CMAR has completed all of the Work in conformance with the Contract Documents and a Final Completion Letter has been issued by the Owner.

7.5.2 At the time of submission of its final Payment Request, CMAR shall provide the following

information:

7.5.2.1 An affidavit affirming that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which shall in any way affect Owner's interests;

7.5.2.2 A general release executed by CMAR waiving, upon receipt of final payment by CMAR, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment; and

7.5.2.3 Consent of CMAR's surety, if any, to final payment.

7.6 Payments To Subcontractors or Suppliers

7.6.1 CMAR shall pay its Subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the Owner. CMAR shall pay for Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the Owner with each progress payment. In addition, any reduction of retention by the Owner to CMAR shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. CMAR shall pay Subcontractors or suppliers the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to CMAR. No agreement between CMAR and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.

7.6.2 If CMAR fails to make payments in accordance with these provisions, the Owner may take any one or more of the following actions and CMAR agrees that the Owner may take such actions:

7.6.2.1 Hold CMAR in default under this Agreement;

7.6.2.2 Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

7.6.2.3 Reject all future offers to perform work for the Owner from CMAR for a period not to exceed one (1) year from Substantial Completion date of this Project; or

7.6.2.4 Terminate this Agreement.

7.6.3 If CMAR's payment to a Subcontractor or supplier is in dispute, it shall act in compliance with A.R.S. § 32-1129.02(D) and related statutes as amended and shall further hold the Owner harmless from any ensuing damages, claims or costs.

7.6.4 Should the Owner fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

7.6.5 CMAR shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.7 Record Keeping and Finance Controls

7.7.1 Records of CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the Owner and CMAR shall be kept on a generally recognized accounting basis and shall be available for three (3) years after Final Completion of the Project.

7.7.2 The Owner, its authorized representative, and/or the appropriate federal agency, reserve the right to audit CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders.

7.7.3 The Owner reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of CMAR's records, the audit discloses CMAR has provided false, misleading, or inaccurate cost and pricing data.

7.7.4 CMAR shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the Owner, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

7.7.5 The Owner reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultant's and Subcontractor's Agreements, and one or more Subconsultants and/or Subcontractors do not allow the Owner to audit their records to verify the accuracy and appropriateness of pricing data.

7.7.6 The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine CMAR's records related to this Agreement. CMAR shall comply with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following expiration of the Agreement or termination of the Agreement by either Party.

Article 8 - Claims and Disputes

8.0 Requests for Agreement Adjustments and Relief.

8.0.1 If either CMAR or Owner believes that it is entitled to relief against the other for any event arising out of or related to Work, such party shall provide written notice to the other party of the basis for its claim for relief.

8.0.2 Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

8.0.3 In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed fourteen (14) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.

8.0.4 Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.1 Dispute Avoidance and Resolution

8.1.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CMAR and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

8.1.2 CMAR and Owner shall first attempt to resolve disputes or disagreements at the field level through discussions between CMAR's Representative and Owner's Representative.

8.1.3 If a dispute or disagreement cannot be resolved through CMAR's Representative and Owner's Representative, CMAR's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement.

8.1.4 Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed in the Coconino County Superior Court and Arizona law shall apply and control. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

8.2 Duty to Continue Performance.

8.2.1 Unless provided to the contrary in the Contract Documents, CMAR shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to CMAR, pending the final resolution of any dispute or disagreement between CMAR and Owner.

8.3 Representatives of the Parties

8.3.1 The Owner's Representatives

8.3.1.1 The Owner designates the individual listed below or his/her designee as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under this Agreement:

Emily Markel, Acting Purchasing Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 213-2276
emarkel@flagstaffaz.gov

8.3.1.2 Owner designates the individual listed below as its Owner's Representative ("Owner's Representative"), which individual has the authority and responsibility under this Agreement:

Matt Morales, Project Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Phone: (928) 213-2123
mmorales@flagstaffaz.gov

8.3.2 CMAR's Representatives

8.3.2.1 CMAR designates the individual listed below as its Senior Representative ("CMAR's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under this Agreement:

Dodd O'Neill, Vice President
Rummel Construction, Inc.
7520 E. Adobe Drive
Scottsdale, Arizona 85255
Phone: 480-222-9922
dodd@rummelconstruction.com

8.3.2.2 CMAR designates the individual listed below as its CMAR's Representative ("CMAR's Representative"), which individual has the authority and responsibility set forth in this Agreement:

George Cabral, Project Manager
Rummel Construction, Inc.
7520 E. Adobe Dr.
Scottsdale, AZ 85255
(480) 222-9922
gcabral@rummelconstruction.com

Article 9 – Suspension and Termination

9.0 Owner's Right to Stop Work

9.0.1 Owner may, at its discretion and without cause, order CMAR in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

9.0.2 CMAR may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by Owner.

9.1 Termination for Convenience

9.1.1 The Owner may terminate this Agreement at any time for any reason by giving at least thirty (30) days written notice to the CMAR. In such event, Owner shall pay CMAR only the direct value of its completed Work and materials supplied as of the date of termination. CMAR shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

9.1.2 If the Owner suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

9.1.3 Upon such notice of termination for convenience, CMAR shall proceed with the following obligations:

9.1.3.1 Stop Work as specified in the notice.

9.1.3.2 Place no further subcontracts or orders.

9.1.3.3 Terminate all subcontracts to the extent they relate to the Work terminated. CMAR shall ensure that all subcontracts contain this same termination for convenience provision set forth in this

Agreement.

9.1.3.4 At the Owner's sole discretion and if requested in writing by the Owner, assign to the Owner all rights, title and interest of CMAR under the subcontracts subject to termination.

9.1.3.5 Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of CMAR and in which the Owner has or may acquire an interest.

9.1.4 CMAR shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

9.1.5 The Owner shall pay CMAR the following:

9.1.5.1 The direct value of its completed Work and materials supplied as of the date of termination.

9.1.5.2 The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from CMAR's failure to perform as required under this Agreement.

9.1.5.3 CMAR shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that CMAR would have sustained a loss on the entire Work had they been completed, CMAR shall not be allowed profit and the Owner shall reduce the settlement to reflect the indicated rate of loss.

9.1.6 CMAR shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in this Agreement.

9.2 The Owner's Right to Perform and Terminate for Cause

9.2.1 If the Owner provides CMAR with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and CMAR fails to comply in a time frame specified, the Owner may have work accomplished by other sources at CMAR's sole expense.

9.2.2 If CMAR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in this Agreement.

9.2.3 Upon the occurrence of a terminable event, Owner may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of CMAR's receipt of such notice.

9.2.3.1 If CMAR fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to CMAR of its intent to terminate within an additional seven (7) day period.

9.2.3.2 If CMAR, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare this Agreement terminated for default by providing written notice to CMAR of such declaration.

9.2.4 Upon declaring this Agreement terminated, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which CMAR hereby transfers, assigns and conveys to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

9.2.5 In the event of such termination, CMAR shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, CMAR shall only be entitled to be paid for Work performed and accepted by the Owner prior to its default.

9.2.6 If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CMAR shall be obligated to pay the difference to Owner. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the re-procurement and defense of claims arising from CMAR's default.

9.2.7 If Owner improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of this Agreement.

9.3 Maintenance During Winter Shutdown of Work; Snow Removal

9.3.1 The Public Works Division of the City of Flagstaff retains the right to declare a Winter Shutdown when, in the opinion of the Owner, it would be unreasonable to continue Work due to adverse weather conditions. The Winter Shutdown determination is at the sole discretion of the Owner. If Work has been suspended due to winter weather, the CMAR shall be responsible for maintenance and protection of the improvements and of partially completed portions of the Work until final acceptance of the project. Winter Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, the CMAR is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the Owner. If the needed repairs and/or maintenance are not addressed within the timeframe, the Owner will accomplish the repairs and/or maintenance and deduct the cost from monies due or become due to the CMAR.

9.3.2 All snow removal and maintenance operations shall be the responsibility of the CMAR. All cost associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations.

9.3.3 Upon termination of the Winter Shutdown by the Owner, the CMAR shall have the right to complete the Work and the Project.

9.3.4 The CMAR shall be solely responsible for any and all costs incurred either as a direct or indirect result of a Winter Shutdown and shall hold the Owner harmless from the same.

Article 10 - Insurance and Bonds

10.0 Insurance Requirements

10.0.1 CMAR and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by CMAR, its agents, representatives, employees or Subcontractors.

10.0.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.0.3 The Owner in no way warrants that the minimum limits contained herein are sufficient to protect CMAR from liabilities that might arise out of the performance of the work under this Agreement by CMAR, its agents, representatives, employees, or subcontractors. CMAR is free to purchase such additional insurance as may be determined necessary.

10.1 Minimum Scope and Limits of Insurance

10.1.1 Commercial General Liability - Occurrence Form

General Aggregate/for this Project	$2,000,000/$1,000,000
Products – Completed Operations Aggregate	$1,000,000
Each Occurrence	$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR."**

Additional Insured Status. The insurance coverage, except Workers' Compensation, required by this Agreement, shall name the CITY, its agents, representatives, directors, officials, employees, and officers, as additional insured AND be accompanied by the required endorsement. Such evidence of additional insured status shall be subject to the approval of the Risk Management Department of the City of Flagstaff. The absence of acceptable insurance and endorsement shall be deemed a breach of this Agreement.

10.1.2 Automobile Liability **-** Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit ("CSL") $1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR, including automobiles owned, leased, hired or borrowed by CMAR."**

10.1.3 Worker's Compensation: The CMAR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes.

10.1.4 Builders' Risk Insurance or Installation Floater $ N/A

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

10.1.4.1 The City of Flagstaff, CMAR, Subcontractors, Design Professional(s) and Design Professional(s)' consultant and any others with an insurable interest in the Work shall be Named Insureds on the policy**.**

10.1.4.2 Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs, flood and earth movement.

10.1.4.3 Coverage shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the City of Flagstaff, has an insurable interest in the property required to be covered.

10.1.4.4 Coverage shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

10.1.4.5 CMAR shall provide coverage from the time any covered property becomes the responsibility of CMAR, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation Site, or awaiting installation, whether on or off Site.

10.1.4.6 Coverage shall contain a waiver of subrogation against the City of Flagstaff.

10.1.4.7 CMAR is responsible for the payment of all policy deductibles.

10.1.5 Umbrella/Excess Liability Insurance not less than $2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability as required above.

10.2 Additional Insurance Requirements

10.2.1 The policies shall include, or be endorsed to include the following provisions:

10.2.2 The City, its officers, officials, agents, employees, volunteers and other jurisdictional agencies (County, ADOT, and Forest Service) shall be additional insured to the full limits of liability purchased by CMAR even if those limits of liability are in excess of those required by this Agreement.

10.2.3 CMAR's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

10.2.4 Coverage provided by CMAR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.2.5 The policies shall contain a Waiver of Subrogation against the City, its officers, officials, agents, and employees for losses arising from work performed by the CMAR for the Owner.

10.3 Notice of Cancellation

10.3.1 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the Owner. Such notice shall be sent directly to the Purchasing Section by certified mail, return receipt requested.

10.4 Acceptability of Insurers

10.4.1 Insurance is to be placed with insurers who are duly licensed companies in the State of Arizona with an "A.M. Best" rating of A-7, or as approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the Owner. The Owner in no way warrants that the above-required minimum insurer rating is sufficient to protect CMAR from potential insurer insolvency.

10.5 Verification Of Coverage

10.5.1 CMAR shall furnish the Owner and other jurisdictional agencies with Certificates of Insurance (ACORD form or equivalent approved by the Owner) as required by this Agreement. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

10.5.2 All Certificates of Insurance and endorsements are to be received and approved by the Owner before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of Work under this Agreement and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

10.5.3 All Certificates of Insurance required by this Agreement shall be sent directly to City's Purchasing Section. The City project/contract number and project description shall be noted on the Certificate of Insurance. The Owner reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

10.5.4 If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the Owner's requirements, the CMAR must submit a current Certificate of Insurance (dated within fifteen (15) days of the payment request submittal) with each payment request form. The payment request shall be rejected if the Certificate of Insurance is not submitted with the payment request.

10.6 Subcontractors

10.6.1 CMAR's Certificate(s) of Insurance shall include all Subcontractors as additional insureds under its policies. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

10.7 Approval

10.7.1 Any modification or variation from the insurance requirements in this Agreement shall be made by the Owner Attorney's Office, whose decision shall be final. Such action shall not require a formal contract amendment but may be made by administrative action.

10.8 Bonds and Other Performance Security

10.8.1 Prior to execution of this Agreement, CMAR shall provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the GMP.

10.8.2 Each such bond shall be executed by a surety company, or companies, holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two (2) years prior to the execution of this Agreement.

10.8.3 The bonds shall be made payable and acceptable to the City of Flagstaff.

10.8.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in Arizona, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.8.4.1 If one Power of Attorney is submitted, it shall be for twice the total GMP amount.

10.8.4.2 If two Powers of Attorney are submitted, each shall be for the total GMP amount. Personal or individual bonds are not acceptable.

10.8.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, CMAR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.8.6 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of "A-,7, or better for the prior four quarters" by the A.M. Best Company.

Article 11 - Indemnification

11.1 CMAR's Liability and Indemnification

11.1.1 To the fullest extent permitted by law, CMAR shall defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent, reckless, or intentional acts, errors, mistakes, omissions, work or services of CMAR, its employees, agents, or any tier of subcontractors in the performance of this Agreement. CMAR's duty to defend, hold harmless and indemnify the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of CMAR or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services CMAR may be legally liable.

11.1.2 The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this paragraph.

Article 12 – General Provisions

12.1 Contract Documents

12.1.1 This Agreement, Plans, Standard Specifications and Details, Special Provisions, Addenda (if any) dated the ___ day of _____, 20___ and used as the basis for the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Proposal, as accepted by the Mayor and Council per Council Minutes the ____ day of _____, 20__, Performance Bond, Payment Bond, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

12.1.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definitions section of this Agreement.

12.1.3.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.

12.1.3.2 Specifications take precedence over Plans.

12.1.3.3 In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Agreement, the Contract Documents take precedence over the Design Phase Agreement

12.1.4 The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.1.5 The Contract Documents form the entire agreement between Owner and CMAR and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.2 Amendments

12.2.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.3 Time is of the Essence

12.3.1 The Owner and CMAR mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.4 Mutual Obligations

12.4.1 Owner and CMAR commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.5 Cooperation and Further Documentation

12.5.1 CMAR agrees to provide the Owner such other duly executed documents as shall be reasonably requested by the Owner to implement the intent of the Contract Documents.

12.6 Assignment

12.6.1 CMAR shall not, without the written consent of the Owner, assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents. Notwithstanding the Owner's consent to assignment, CMAR as Assignor, and the Assignee shall both remain liable under all rights, obligations, terms, and conditions of this Agreement.

12.7 Successorship

12.7.1 CMAR and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.8 Third Party Beneficiary

12.8.1 Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the Owner and CMAR, and all duties and responsibilities undertaken pursuant to the Contract Documents shall be for the sole and exclusive benefit of Owner and CMAR and not for the benefit of any other party.

12.9 Governing Law

12.9.1 This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed, in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

12.10 Severability

12.10.1 If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.11 Compliance with All Laws

12.11.1 CMAR will comply with all applicable Federal, State, County and City laws, regulations and policies. CMAR understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. CMAR agrees to comply with these laws in performing the Agreement and to permit the Owner to verify such compliance.

12.12 Legal Requirements

12.12.1 CMAR shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

12.13 Construction Documents

12.13.1 It is not CMAR's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if CMAR recognizes that portions of the Construction Documents are at variance therewith, CMAR shall promptly notify the Design Professional and Owner in writing, describing the apparent variance or deficiency.

12.14 Independent Contractor

12.14.1 CMAR is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the Owner the right to direct CMAR as to the details of accomplishing the Work or to exercise a measure of control over the Work means that CMAR shall follow the wishes of the Owner as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

12.15 The Owner's Right of Cancellation

12.15.1 All parties hereto acknowledge that this Agreement is subject to cancellation by the Owner pursuant to the provisions of A.R.S. § 38-511.

12.16 Survival

12.16.1 All warranties, representations and indemnifications by CMAR shall survive the completion or termination of this Agreement.

12.17 Covenant against Contingent Fees

12.17.1 CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Owner Council, or any employee of Owner has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the Owner shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.18 No Waiver

12.18.1 The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.19 Notice

12.19.1 Notices may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below ***and*** to legal counsel for the party to whom the notice is being given. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

To CMAR:

Rummel Construction, Inc.
7520 E. Adobe Drive
Scottsdale, Arizona 85255
Attn: Dodd O'Neill, Vice President
Phone: 480-222-9922
dodd@rummelconstruction.com

To Owner:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Emily Markel, Acting Purchasing Manager
Phone: (928) 213-2276
emarkel@flagstaffaz.gov

With a copy to:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Matt Morales, Project Manager
Phone: (928) 213-2123
mmorales@flagstaffaz.gov

Design Professional(s):

Shephard Wesnitzer, Inc.
110 West Dale Avenue
Flagstaff, AZ 86001
Attn: Guillermo Cortes, Vice President
Phone: (928) 773-0354
Email: gcortes@swiaz.com

12.19.2 Notices Related to Payment, Securities-in-lieu, Bonds. Any notice, request, instruction or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds or other instrument securing the performance of this Agreement, including but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

To CMAR:

Rummel Construction, Inc.
7520 E. Adobe Drive
Scottsdale, Arizona 85255
Attn: Dodd O'Neill, Vice President
Phone: 480-222-9922
dodd@rummelconstruction.com

To Owner:

City of Flagstaff
211 West Aspen Avenue
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Attn: Emily Markel, Acting Purchasing Manager
Phone: (928) 213-2276
emarkel@flagstaffaz.gov

With copies to:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Matt Morales, Project Manager
Phone: (928) 213-2123
mmorales@flagstaffaz.gov

12.20 Confidentiality of Plans and Specification

12.20.1 Any plans or specifications regarding this Project shall be for official use only. CMAR shall not share them with others except as required to fulfill the obligations of this Agreement with the Owner.

12.20.2 All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by

CMAR shall include the following language: “These plans are for official use only and may not be shared with others except as required to fulfill the obligations of the Cinder Lake Landfill Road Project Agreement with the City of Flagstaff.”

12.21 CMAR and Subcontractor Employee Security Inquiries. The parties acknowledge that security measures required in this Section are necessary in order to preserve and protect the public health, safety and welfare. In addition to the specific measures set forth below, CMAR shall take such other measures, as it deems reasonable and necessary to further preserve and protect the public health, safety and welfare.

12.21.1 Security Inquiries. CMAR acknowledges that all of the employees that it provides pursuant to this Agreement shall be subject to background and security checks and screening ("Security Inquiries"). CMAR shall perform all such security inquiries and shall make the results available to Owner for all employees considered for performing work (including supervision and oversight) under this Agreement. Owner may make further security inquiries. Whether or not further security inquiries are made by Owner, Owner may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by CMAR for performing work under this Agreement. Employees rejected by Owner for performing services under this Agreement may still be engaged by CMAR for other work not involving the Owner. An employee rejected for work under this Agreement shall not be proposed to perform work under other Owner Agreements or engagements without Owner's prior approval.

12.21.2 Criteria for Evaluating Security Inquiries. Once formally adopted by Owner, criteria for excluding an individual from performing work under this Agreement shall be communicated by Owner to CMAR and used by CMAR as a factor in making its decision. Prior to such adoption, CMAR shall use its best judgment in making its decision using, among other criteria, applicable law, administrative regulations of federal, state and local agencies concerned with work performed under this Agreement, specific local concerns that deal with the specific work and work location(s) of the Project, and standards used by Owner in evaluating its own personnel.

12.21.3 Additional Owner Rights Regarding Security Inquiries. In addition to the foregoing, Owner reserves the right to: (1) have an employee/prospective employee of CMAR be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of CMAR 's employees and/or prospective employees; and, (4) object, at any time and for any reason, to an employee of CMAR performing work (including supervision and oversight) under this Agreement.

12.21.4 Background and Security-Contracts and Subcontracts. CMAR shall include the security inquiry terms of this Section for employee background and security checks and screening in all contracts and subcontracts for work performed under this Agreement, including supervision and oversight.

12.21.5 Materiality of Security Inquiry Provisions. The security inquiry provisions of this Agreement, as set forth above, are material to Owner 's entry into this Agreement and any breach thereof by CMAR may, at Owner's sole and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Agreement. Such termination shall subject CMAR to liability for its breach of this Agreement.

12.22 Hazardous Materials

12.22.1 Unless included in the Work, if CMAR encounters material on the Site which it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by applicable law, it shall immediately stop work and report the condition to

the Owner.

12.22.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by applicable law, CMAR shall not resume work in the affected area until the material has been abated or rendered harmless. CMAR and the Owner may agree, in writing, to continue work in non-affected areas on the Site.

12.22.3 An extension of Contract Time may be granted in accordance with this Agreement.

12.22.4 CMAR shall comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.23 Computer Systems

12.23.1 CMAR shall warrant fault-free performance in the processing of date and date-related data including, but not limited to calculating, comparing, and sequencing by all equipment and software products, individually and in combination, from the commencement of the Work. Fault-free performance shall include the manipulation of data when dates are in the 20th or 21st centuries and shall be transparent to the user. Failure to comply with "Year 2000" requirements shall be considered a breach of this Agreement.

12.24 Traffic Control

12.24.1 CMAR shall comply with all provisions of the latest version of the Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.

12.25 No Boycott of Israel

12.25.1 Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Agreement 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 Agreement, will not engage in a boycott of Israel.

12.26 Forced Labor of Ethnic Uyghurs

12.26.1 If CMAR engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, CMAR 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 CMAR becomes aware during the term of the Contract that the company is not in compliance with the written certification, CMAR shall notify the Owner within five business days after becoming aware of the noncompliance. If CMAR does not provide the Owner with a written certification that CMAR has remedied the noncompliance within 180 days after notifying the Owner 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.

(Signatures Appear on the Next Page)

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 20____.

CONTRACTOR

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

EXHIBIT A - PROJECT DESCRIPTION

Rummel Construction Inc. is serving as the Construction Manager at Risk, and providing GMP#1 for the Cinder Lake Landfill Road (Forest Road 6010) Improvement Project. The scope of work for GMP#1 includes the following major components of work:

- Coordination with the City of Flagstaff and their consultants, the United States Forest Service, and Coconino County
- Clearing & Grubbing to disturbance limits
- SWPPP measures
- Traffic Control
- Survey
- Quality Control Testing and Reporting
- Removal and Salvage of existing signage, minor fencing and gates
- Demolition of fencing, existing drainage pipe, ripraps, asphalt pavement and other miscellaneous items
- Roadway Excavation and Embankment to realign and reconstruct complete roadway
- Install new drainage features (culverts, headwalls, ripraps and TRM low flow protection)
- Produce and place new aggregate base and asphalt pave new roadway
- Install new and salvaged signage
- Install new and salvaged fencing
- Temporary Paint Striping/Permanent Dual Component Striping

EXHIBIT B – APPROVED GMP PROPOSAL

PROJECT #: 2023-94 **DATE: 1/22/2024**
PROJECT NAME: Cinder Lake Landfill Road (Forest Road 6010) Improvement Project

Exhibit B - GMP 1

RUMCO

Rummel Construction, Inc.



CINDER LAKE LANDFILL ROAD (FOREST ROAD 6010) CMAR GMP #1

PROJECT NUMBER: SW0631N

CONTRACT NUMBER: 2023-94

PREPARED FOR:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

SUBMITTED ON:

January 22, 2024

7520 E Adobe Drive
Scottsdale, AZ 85255

480.222.9922
www.rummelconstruction.com



CONTENTS

A | SCOPE OF WORK

B | SCHEDULE

C | COSTS

D | SUBQUOTE ANALYSIS

A. SCOPE OF WORK

Rummel Construction Inc., serving as the Construction Manager at Risk, is providing GMP#1 for the Cinder Lake Landfill Road (Forest Road 6010) Improvement Project. The scope of work for GMP#1 includes the following major components of work:

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- Install new and salvaged fencing
- Temporary Paint Striping/Permanent Dual Component Striping

GMP BASED ON THE FOLLOWING:

Special Provision prepared by Shepard Wesnitzer, Inc. dated November 20, 2023

Roadway Improvement Plans prepared by Shepard Wesnitzer, Inc. dated November 17, 2023

QUALIFICATIONS

Clearing & Grubbing to be completed under full road closures (4 consecutive Sundays)

GMP pricing is based on current Diesel fuel price of $3.25/gallon.

Due to uncertainty about the condition of subgrade soils after we pulverize the existing pavement, we have included a contractor contingency (B.2) to cover remediation of soft/unsuitable subgrade.

The takeoff of excavation and embankment for the project appears to be close to a balance with our assumed shrink of the existing soils. This is based on an existing topo created with the existing tree cover, leaf litter, etc. We have included a contractor contingency (B.2) for either importing or exporting soils to actually balance the project if discrepancies are found in the existing topo.

Asphalt to be ¾" RAP mix with PG 58-28 oil.

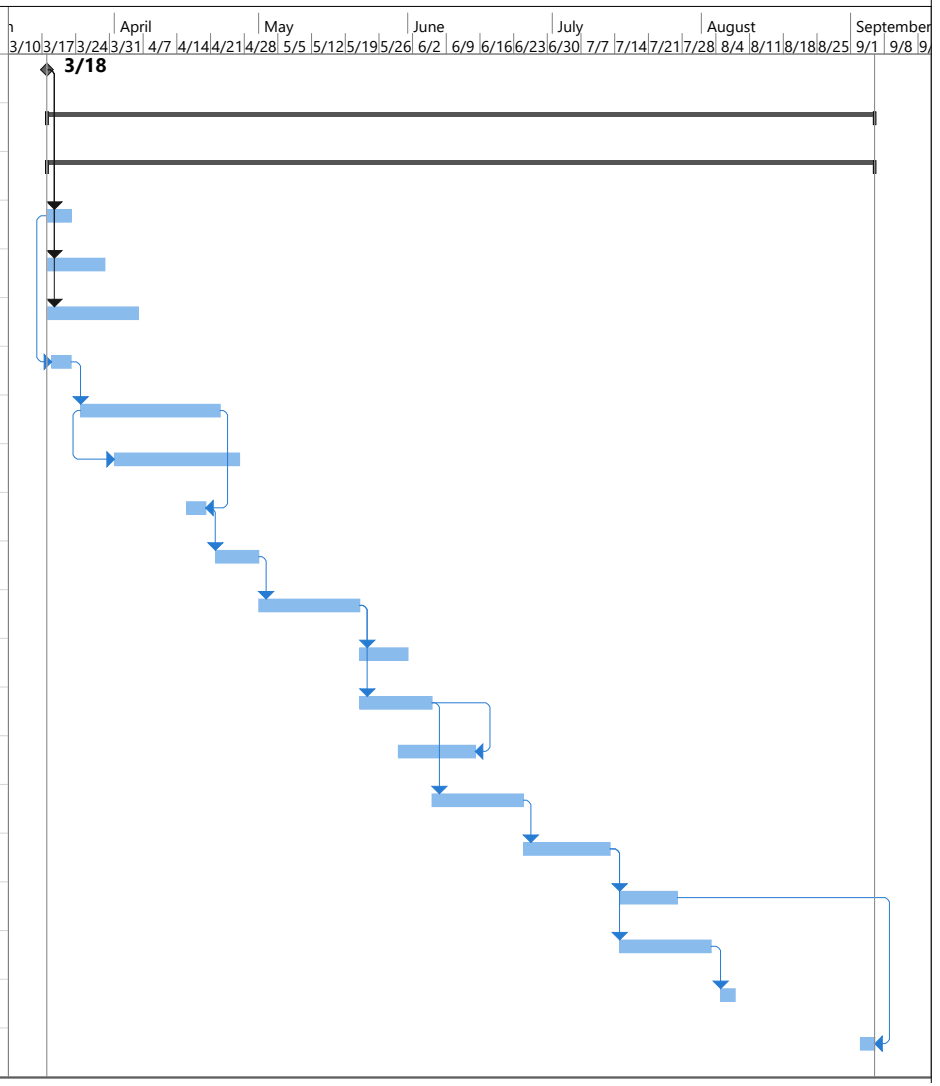
The price for crushing Aggregate Base is based on crushing the underliner and operations layer for the Cell D construction under it's GMP No. 1 at the same time.

Due to ongoing price instability/supply chain concerns, the owner's contingency (G) is to account for material changes to prices for diesel fuel, asphalt mix, steel (corrugated steel pipe and rebar) and readymix concrete.

B. SCHEDULE

Cinder Lake Landfill Access Road
GMP1 Preliminary Project Schedule
December 18, 2023
Rummel Construction, Inc.

ID	Task Name	Duration	Start	Finish
1	NTP	0 days	Mon 3/18/24	Mon 3/18/24
2	**Cinder Lake Road Improvements**	**120 days**	**Mon 3/18/24**	**Thu 9/5/24**
3	**Year 2024 (Pulverize - leave in place)**	**120 days**	**Mon 3/18/24**	**Thu 9/5/24**
4	Initial Survey (Clearing Limits)	5 days	Mon 3/18/24	Fri 3/22/24
5	Sign Removals	10 days	Mon 3/18/24	Fri 3/29/24
6	Fence Removals	15 days	Mon 3/18/24	Fri 4/5/24
7	Mobilize Clear & Grub Sub	4 days	Tue 3/19/24	Fri 3/22/24
8	Clearing & Grubbing (4 Sundays)	21 days	Mon 3/25/24	Mon 4/22/24
9	SWPPP Installation	20 days	Mon 4/1/24	Fri 4/26/24
10	Mobilization for Roadwork	4 days	Tue 4/16/24	Fri 4/19/24
11	Remove Existing AC Pavement	7 days	Mon 4/22/24	Tue 4/30/24
12	Roadway Excavation/Embankment	15 days	Wed 5/1/24	Tue 5/21/24
13	Culvert Crossings	7 days	Wed 5/22/24	Fri 5/31/24
14	Finish Roadway for AB	10 days	Wed 5/22/24	Wed 6/5/24
15	Place AB	12 days	Thu 5/30/24	Fri 6/14/24
16	Finish AB	13 days	Thu 6/6/24	Mon 6/24/24
17	Place AC	12 days	Tue 6/25/24	Fri 7/12/24
18	Signs and Temp Striping	10 days	Mon 7/15/24	Fri 7/26/24
19	Install Fencing	15 days	Mon 7/15/24	Fri 8/2/24
20	Permanent Seeding	3 days	Mon 8/5/24	Wed 8/7/24
21	Permanent Striping	3 days	Tue 9/3/24	Thu 9/5/24



Rummel Construction, Inc.

GMP COST MODEL

Rummel Construction, Inc.
2520 East Adobe Drive, Scottsdale AZ
85255 480.222.9922 | AZROC License

Client Name: City of Flagstaff **Project Name:** Cinder Lake Landfill Road (Forest Road 6010) Improvement Project
Project Location: Cinder Lake Landfill Access Road **Project Type** *(CMAR, JOC, Negotiated)* **:** CMAR
Client Project #: SW0631N **Rummel Project #:**
Date: 01.22.2024 **Revision:**

A. DIRECT COSTS			
A.1 Self-perform *(labor, equipment & materials)*		$	1,927,079.00
A.2 Sub-consultant / sub-contractor		$	1,746,796.00
A.3 Total Direct Costs		**$**	**3,673,875.00**
B. ALLOWANCES & CONTINGENCIES			
B.1 Allowances		$	-
B.2 Contingencies		$	150,000.00
B.3 Total Allowances & Contingencies		**$**	**150,000.00**
C. GENERAL CONDITIONS			
C.1 Project-specific general conditions		$	223,663.00
C.2 Total General Conditions		**$**	**223,663.00**
Subtotal 1 (Cost of Work)		**$**	**4,047,538.00**
D. CONSTRUCTION FEE			
D.1 Overhead and off-site general administrative costs *(on subtotal 1)*	9.22%	$	373,183.00
D.2 Profit *(on subtotal 1)*	5.78%	$	233,947.70
D.2 Total Construction Fee		**$**	**607,130.70**
Subtotal 2 (Construction Fee)		**$**	**607,130.70**
E. INSURANCE & BONDS			
E.1 Insurance		Included in D1	
E.2 Builder's risk policy		Excluded	
E.3 Performance and payment bond		$	23,462.00
D.4 Total Bonds and Insurance		**$**	**23,462.00**
F. TAX			
F.1 Construction Transaction Privilege Tax *(65% of applicable rate)*	4.485%	$	209,814.16
F.2 Total Tax:		**$**	**209,814.16**
Subtotal 3 (Bonds, Insurance and Taxes)		**$**	**233,276.16**
G. TOTAL PRICE WITHOUT OWNER CONTINGENCY (Subtotal 1, 2 &3)		**$**	**4,887,944.86**
Owner Contingency *	4.25%	$	172,020.37
Total Price With Owner Contingency		**$**	**5,059,965.23**

** Owner contingency is a below the line item based on a percentage of direct costs and is intended exclusively for owner / engineer directed changes. This contingency shall be set per the direction of the owner.*

C. COSTS

GMP DIRECT COSTS					
Item	Description of Cost	QTY	UOM	Unit Cost *	Direct Cost
1	REM/DISPOSE EXIST AC PAVEMENT	32,967	SY	0.73	$ 24,066.00
2	SAWCUT EXISTING AC PAVEMENT	40	LF	6.50	$ 260.00
3	REM/DISPOSE EXIST CONCRETE	186	SF	10.33	$ 1,922.00
4	REM/DISPOSE EXIST STORM DRAIN	329	LF	68.01	$ 22,374.00
5	REM/SALVAGE RIPRAP	2,207	SF	1.87	$ 4,117.00
6	REM/SALVAGE EXIST CONCRETE BARRIER	354	LF	35.38	$ 12,523.00
7	REM/SALVAGE EXIST SIGN	38	EA	217.00	$ 8,246.00
8	REM/SALVAGE EXIST CULVERT MARKER	8	EA	217.00	$ 1,736.00
9	REM/SALVAGE POST-MOUNTED REFLECTORS	1	LS	445.00	$ 445.00
10	REM/SALVAGE EXIST GAS LINER MARKER	3	EA	217.00	$ 651.00
11	REM/SALVAGE EXIST USFS PIPE GATE	1	EA	200.00	$ 200.00
12	REM/SALVAGE EXIST USFS ZIGZAG FENCE	250	LF	5.00	$ 1,250.00
13	REM/DISPOSE EXISTING FENCE	17,617	LF	1.50	$ 26,426.00
14	CLEARING & GRUBBING	1	LS	80,754.00	$ 80,754.00
15	PURCHASE & PLACE AB	32,526	SY	16.49	$ 536,223.00
16	PURCHASE & PLACE AC	32,526	SY	40.00	$ 1,301,040.00
17	TRM LOW WATER CROSSING	1,000	SY	33.64	$ 33,640.00
18	INSTALL USFS FENCING/ADOT GAME FENCE	17,726	LF	4.25	$ 75,336.00
19	INSTALL SALVAGED USFS ZIGZAG FENCE	250	LF	14.00	$ 3,500.00
20	INSTALL SALVAGED BARRICADE WALL	1	LS	12,523.00	$ 12,523.00
21	INSTALL SALVAGED USFS PIPE GATE W/CONC FNDTN	1	EA	800.00	$ 800.00
22	CONSTRUCT U-TYPE HEADWALL MODIFIED 4 BARREL	2	EA	11,590.00	$ 23,180.00
23	INSTALL 18" 14 GUAGE CMP	287	LF	252.29	$ 72,407.00
24	INSTALL 24" DIA 14 GAUGE CMP	160	LF	393.48	$ 62,956.00
25	INSTALL D50=6" RIPRAP W/MIRAFI 140N	3,799	SF	4.61	$ 17,499.00
26	INSTALL 16 GAUGE FLARED END SECTIONS	10	EA	921.80	$ 9,218.00
27	INSTALL 4" DOUBLE YELLOW CENTELINE STRIPE	11,033	LF	1.66	$ 18,315.00
28	INSTALL 4" WHITE EDGE STRIPE	21,655	LF	0.83	$ 17,974.00
29	INSTALL SALVAGED CULVERT DELINEATOR & SIGN BASE	12	EA	663.00	$ 7,956.00
30	INSTALL SALVAGED LANDFILL SIGN & BASE	2	EA	663.00	$ 1,326.00
31	INSTALL SALVAGED USFS SIGN & BASE	1	EA	663.00	$ 663.00
32	INSTALL SALVAGED GAS LINE MARKER	2	EA	663.00	$ 1,326.00
33	INSTALL STOP SIGN	1	EA	754.00	$ 754.00
34	INSTALL "NO PASSING ZONE" SIGN & BASE	1	EA	754.00	$ 754.00
35	INSTALL 15 MPH SPEED LIMIT SIGN & BASE	1	EA	754.00	$ 754.00
36	INSTALL 25 MPH SPEED LIMIT SIGN & BASE	4	EA	754.00	$ 3,016.00
37	INSTALL STOP AHED SIGN & BASE	1	EA	754.00	$ 754.00
38	INSTALL LEFT TURN SIGN & BASE	3	EA	754.00	$ 2,262.00
39	INSTALL RIGHT TURN SIGN & BASE	3	EA	754.00	$ 2,262.00
40	INSTALL LEFT CURVE SIGN & POST	2	EA	754.00	$ 1,508.00
41	INSTALL RIGHT CURVE SIGN & POST	2	EA	754.00	$ 1,508.00
42	INSTALL CHEVRON ALIGNMENT SIGN & POST	22	EA	754.00	$ 16,588.00
43	INSTALL "DO NOT ENTER WHEN FLOODED" SIGN & POST	2	EA	754.00	$ 1,508.00
44	INSTALL SALV "NO DUMPING OR LITTERING" SIGN & POST	1	EA	663.00	$ 663.00
45	INSTALL REVERSE TURN SIGN & POST	2	EA	754.00	$ 1,508.00
46	INSTALL REDUCED SPEED LIMIT SIGN & POST	1	EA	754.00	$ 754.00
47	INSTALL KEEP RIGHT SIGN & POST	1	EA	754.00	$ 754.00
48	ROADWAY EXCAVATION RUMMEL - AC/AB PULVERIZE	15,382	CY	13.14	$ 202,112.00
49	ROADWAY EMBANKMENT - AC/AB PULVERIZE	12,320	CY	8.43	$ 103,892.00
50	MOBILIZATION	1	LS	214,939.00	$ 214,939.00
51	EROSION CONTROL	1	LS	201,361.00	$ 201,361.00
52	TRAFFIC CONTROL	1	LS	146,437.00	$ 146,437.00
53	CONSTRUCTION STAKING/AS-BUILTS	1	LS	69,900.00	$ 69,900.00
54	CONSTRUCTION OBSERVANCE	1	LS	276,707.00	$ 276,707.00
55	TESTING/QUALITY CONTROL	1	LS	42,330.00	$ 42,330.00
					$ 3,673,875.00
	SUBCONSULTANT/SUBCONTRACTOR				$ 1,746,796.00
	SELF-PERFORM				$ 1,927,079.00

* Unit Cost is calculated from Direct Cost from Cost Report/QTY

GMP CONTINGENCIES

CONTRACTOR CONTINGENCIES

Description of Cost	QTY	UOM	Unit Cost	Direct Cost
UNSUITABLE SUBGRADE	1	LS	75,000.00	75,000.00
TOPO DISCREPANCY	1	LS	75,000.00	75,000.00
				$ 150,000.00

OWNER CONTINGENCIES

Description of Cost	QTY	UOM	Unit Cost	Direct Cost
MATERIAL PRICE INCREASE	1	LS	172,020.37	$ 172,020.37
				$ 172,020.37

GMP GENERAL CONDITIONS

Description of Cost	QTY	UOM	Unit Cost	Direct Cost
TRAVEL TIME	1	LS	7,472.00	$ 7,472.00
MECHANIC LODGING	5	MO	8,250.00	$ 41,250.00
SAFETY/J-J0HNS/LATHE/ETC.	5	MO	9,962.20	$ 49,811.00
FUEL STORAGE CONTAINMENT	1	EA	1,940.00	$ 1,940.00
CONSTRUCTION WATER (BUY & HAUL)	8,500	MG	9.70	$ 82,450.00
KLEIN TANK/HURRICANE PUMP/CONTAINERS	5	MO	2,244.00	$ 11,220.00
POTHOLE ALLOWANCE	2	DY	2,000.00	$ 4,000.00
GPS EQUIPMENT	5	MO	5,104.00	$ 25,520.00
Total General Conditions				$ 223,663.00

COST MODEL REPORT

Rummel Construction, Inc. Page 1
CINDERLKGMP1 CINDER LAKE LANDFILL ROAD GMP 1 12/20/2023 7:40
Mike Claflin **Cost Report**

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 125	CLIENT# = 1			Land Item	SCHEDULE: 1 100						
Description =	REM/DISPOSE EXIST AC PAVEMENT			Unit = SY	Takeoff Quan: 32,967.000				Engr Quan: 32,967.000		
970-34	**PULVERIZE AC INTO AB AND LEAVE**		**Quan: 32,967.00 SY**		**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
4MIL	Asphalt Milling / Grinding	1.00	32,967.00 SY		0.730					24,066	24,066
BID ITEM = 200	CLIENT# = 2			Land Item	SCHEDULE: 1 100						
Description =	SAWCUT EXISTING AC PAVEMENT			Unit = LF	Takeoff Quan: 40.000				Engr Quan: 40.000		
970-41	**SAWCUT EXISTING AC PAVEMENT**		**Quan: 40.00 LF**		**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
4SAW	Sawcut / Coring Sub	1.00	40.00 LF		6.500					260	260
BID ITEM = 300	CLIENT# = 3			Land Item	SCHEDULE: 1 100						
Description =	REM/DISPOSE EXIST CONCRETE			Unit = SF	Takeoff Quan: 186.000				Engr Quan: 186.000		
202-01-02	**Concrete Slab Removal**		**Quan: 186.00 SF**		**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
DE-STS	Demo Structure Small		5.00 CH		**Prod: 37.2000 UH**			Lab Pcs: 4.00		Eqp Pcs: 3.00	
8BH420	Cat 420 Backhoe	1.00	5.00 HR		45.238				226		226
8BH420H	Cat 420 Backhoe w/ 150	1.00	5.00 HR		77.688				388		388
8WTK2	2,000 gal Water Truck	1.00	5.00 HR		47.988				240		240
LACMN	Laborer, Common	1.00	5.00 MH		47.348	237					237
OPBKH	Operator, Backhoe	2.00	10.00 MH		55.749	557					557
OPWT	Operator, Water Truck	1.00	5.00 MH		54.652	273					273
$1,922.01	0.1075 MH/SF		20.00 MH		[3.529]	1,067			855		1,922
=====> Item Totals:	**300 - REM/DISPOSE EXIST CONCRETE**										
$1,922.01	0.1075 MH/SF		20.00 MH		[3.529]	1,067			855		**1,922**
10.333	186 SF					5.74			4.59		10.33
BID ITEM = 400	CLIENT# = 4			Land Item	SCHEDULE: 1 100						
Description =	REM/DISPOSE EXIST STORM DRAIN			Unit = LF	Takeoff Quan: 329.000				Engr Quan: 329.000		
202-11	**Pipe Removal Underground**		**Quan: 329.00 LF**		**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
DE-STS	(Mod) Demo Structure Small		30.00 CH		**Prod: 10.9667 UH**			Lab Pcs: 7.00		Eqp Pcs: 4.00	
3ST08	SM Tools - Oxy/Accet	1.00	30.00 LF		15.000			450			450
6DUMP	Dump Fee For Clearing	1.00	3.00 LD		1,200.000			3,600			3,600
8EX325	Cat 325 Excavator (57,	1.00	30.00 HR		70.950				2,129		2,129
8WTK4	4,000 gal Water Truck	3.00	90.00 HR		58.025				5,222		5,222
LACMN	Laborer, Common	3.00	90.00 MH		47.349	4,261					4,261
OPEXC	Operator, Excavator	1.00	30.00 MH		59.766	1,793					1,793
OPWT	Operator, Water Truck	3.00	90.00 MH		54.653	4,919					4,919
$22,373.96	0.6382 MH/LF		210.00 MH		[20.357]	10,973		4,050	7,351		22,374
=====> Item Totals:	**400 - REM/DISPOSE EXIST STORM DRAIN**										
$22,373.96	0.6382 MH/LF		210.00 MH		[20.357]	10,973		4,050	7,351		**22,374**
68.006	329 LF					33.35		12.31	22.34		68.01

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 500	CLIENT# = 5			Land Item	SCHEDULE: 1 100						
Description =	REM/SALVAGE RIPRAP			Unit =	SF Takeoff Quan: 2,207.000			Engr Quan:	2,207.000		
202-15	**REM/SALVAGE RIPRAP**		**Quan:**		**82.00 CY Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
EXE325	(Mod) Excavation Excavator 325		5.00	CH	**Prod:**	**16.4000 UH**		Lab Pcs: 6.00	Eqp Pcs:		4.00
5HAUL5S	Haul by the HOUR Super 1	1.00	10.00	HR	130.000			1,300			1,300
8EX325	Cat 325 Excavator (57,	1.00	5.00	HR	70.950				355		355
8WTK4	4,000 gal Water Truck	3.00	15.00	HR	58.025				870		870
LACMN	Laborer, Common	2.00	10.00	MH	47.350	474					474
OPEXC	Operator, Excavator	1.00	5.00	MH	59.766	299					299
OPWT	Operator, Water Truck	3.00	15.00	MH	54.653	820					820
$4,117.24	0.3658 MH/CY		30.00	MH	[11.916]	1,592		1,300	1,225		4,117
=====> **Item Totals:**	**500 - REM/SALVAGE RIPRAP**										
$4,117.24	0.0135 MH/SF		30.00	MH	[0.443]	1,592		1,300	1,225		**4,117**
1.866	2207 SF					0.72		0.59	0.56		1.87
BID ITEM = 600	CLIENT# = 6			Land Item	SCHEDULE: 1 100						
Description =	REM/SALVAGE EXIST CONCRETE BARRIER			Unit =	LF Takeoff Quan: 354.000			Engr Quan:	354.000		
202-16	**REM/SALVAGE EXIST CONCRETE BARRIER**		**Quan:**		**354.00 LF Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
EXL966	(Mod) Excavation Loader 966		20.00	CH	**Prod:**	**17.7000 UH**		Lab Pcs: 5.00	Eqp Pcs:		3.00
3BARPICK	Barrier Pick	1.00	1.00	LS	2,500.000			2,500			2,500
8EX325	Cat 325 Excavator (57,	1.00	20.00	HR	70.950				1,419		1,419
8LD966	Cat 966 Wheel loader (	1.00	20.00	HR	104.775				2,096		2,096
8WTK4	4,000 gal Water Truck	1.00	20.00	HR	58.025				1,161		1,161
LACMN	Laborer, Common	2.00	40.00	MH	47.349	1,894					1,894
OPEXC	Operator, Excavator	1.00	20.00	MH	59.766	1,195					1,195
OPLDR	Operator, Loader	1.00	20.00	MH	58.305	1,166					1,166
OPWT	Operator, Water Truck	1.00	20.00	MH	54.653	1,093					1,093
$12,523.48	0.2824 MH/LF		100.00	MH	[9.297]	5,348		2,500	4,675		12,523
=====> **Item Totals:**	**600 - REM/SALVAGE EXIST CONCRETE BARRIER**										
$12,523.48	0.2824 MH/LF		100.00	MH	[9.297]	5,348		2,500	4,675		**12,523**
35.377	354 LF					15.11		7.06	13.21		35.38
BID ITEM = 700	CLIENT# = 7			Land Item	SCHEDULE: 1 100						
Description =	REM/SALVAGE EXIST SIGN			Unit =	EA Takeoff Quan: 38.000			Engr Quan:	38.000		
970-42	**REM/SALVAGE EXIST SIGN**		**Quan:**		**38.00 EA Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
4SIGN	Signage Sub	1.00	38.00	EA	217.000					8,246	8,246
BID ITEM = 800	CLIENT# = 8			Land Item	SCHEDULE: 1 100						
Description =	REM/SALVAGE EXIST CULVERT MARKER			Unit =	EA Takeoff Quan: 8.000			Engr Quan:	8.000		
970-42	**REM/SALVAGE EXIST CULVERT MARKER**		**Quan:**		**8.00 EA Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
4SIGN	Signage Sub	1.00	8.00	EA	217.000					1,736	1,736

Rummel Construction, Inc. Page 3
CINDERLKGMP1 CINDER LAKE LANDFILL ROAD GMP 1 12/20/2023 7:40
Mike Claflin **Cost Report**

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Perm Labor	Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 900	CLIENT# = 9			Land Item	SCHEDULE: 1	100					
Description =	REM/SALVAGE POST-MOUNTED REFLECTORS			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
970-42	**REM/SALVAGE POST-MOUNTED REFLECTORS**		**Quan:**	**1.00**	**LS**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
4SIGN	Signage Sub	1.00	1.00	LS	445.000					445	445
BID ITEM = 1000	CLIENT# = 10			Land Item	SCHEDULE: 1	100					
Description =	REM/SALVAGE EXIST GAS LINER MARKER			Unit =	EA	Takeoff Quan:		3.000	Engr Quan:		3.000
970-42	**REM/SALVAGE EXIST GAS LINER MARKER**		**Quan:**	**3.00**	**EA**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
4SIGN	Signage Sub	1.00	3.00	EA	217.000					651	651
BID ITEM = 1100	CLIENT# = 11			Land Item	SCHEDULE: 1	100					
Description =	REM/SALVAGE EXIST USFS PIPE GATE			Unit =	EA	Takeoff Quan:		1.000	Engr Quan:		1.000
970-02	**REM/SALVAGE EXIST USFS PIPE GATE**		**Quan:**	**1.00**	**EA**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
4FENCE	Fence Sub	1.00	1.00	EA	200.000					200	200
BID ITEM = 1200	CLIENT# = 12			Land Item	SCHEDULE: 1	100					
Description =	REM/SALVAGE EXIST USFS ZIGZAG FENCE			Unit =	LF	Takeoff Quan:		250.000	Engr Quan:		250.000
970-02	**REM/SALVAGE EXIST USFS ZIGZAG FENCE**		**Quan:**	**250.00**	**LF**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
4FENCE	Fence Sub	1.00	250.00	LF	5.000					1,250	1,250
BID ITEM = 1300	CLIENT# = 13			Land Item	SCHEDULE: 1	100					
Description =	REM/DISPOSE EXISTING FENCE			Unit =	LF	Takeoff Quan:		17,617.000	Engr Quan:		17,617.000
970-02	**REM/DISPOSE EXISTING FENCE**		**Quan:**	**17,617.00**	**LF**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
4FENCE	Fence Sub	1.00	17,617.00	LF	1.500					26,426	26,426
BID ITEM = 1400	CLIENT# = 14			Land Item	SCHEDULE: 1	100					
Description =	CLEARING & GRUBBING			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
970-16	**REMOVE & DISPOSE OF EXISTING TREES**		**Quan:**	**27.00**	**EA**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
4CLR	Clearing Sub	1.00	1.00	LS	72,000.000					72,000	72,000
201-01	**Clear & Grub Native**		**Quan:**	**7.00**	**ACR**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
CG-NTV	(Mod) Clear & Grub Native		10.00	CH	**Prod:**	**7.0000**	**US**	Lab Pcs:	8.00	Eqp Pcs:	5.00
3ST01	SM Tools - Clearing	1.00	10.00	CH	1.500			15			15
5HAUL4	Haul by the LOAD	1.00	4.00	LD	250.000			1,000			1,000
8EX325	Cat 325 Excavator (57,	1.00	10.00	HR	70.950				710		710

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 1400	CLIENT# = 14			Land Item	SCHEDULE: 1 100						
Description =	CLEARING & GRUBBING			Unit =	LS	Takeoff Quan:	1.000		Engr Quan:		1.000
8LD966	Cat 966 Wheel loader (	1.00	10.00	HR	104.775				1,048		1,048
8WTK4	4,000 gal Water Truck	3.00	30.00	HR	58.025				1,741		1,741
LACMN	Laborer, Common	3.00	30.00	MH	47.349	1,420					1,420
OPEXC	Operator, Excavator	1.00	10.00	MH	59.766	598					598
OPLDR	Operator, Loader	1.00	10.00	MH	58.306	583					583
OPWT	Operator, Water Truck	3.00	30.00	MH	54.653	1,640					1,640
$8,753.80	11.4285 MH/ACR		80.00	MH	[371.643]	4,241		1,015	3,498		8,754
=====> **Item Totals:**	**1400 - CLEARING & GRUBBING**										
$80,753.80	80.0000 MH/LS		80.00	MH	[2601.5]	4,241		1,015	3,498	72,000	**80,754**
80,753.800	1 LS					4,240.80		1,015.00	3,498.00	72,000.00	80,753.80
BID ITEM = 1450	CLIENT# = 15			Land Item	SCHEDULE: 1 100						
Description =	PURCHASE & PLACE AB			Unit =	SY	Takeoff Quan:	32,526.000		Engr Quan:		32,526.000
970-19	**PURCHASE & PLACE AB**			**Quan: 14,500.00 TON**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
											**Unreviewed
4CRS	Rock Crushing Sub	1.00	14,500.00	TON	8.750					126,875	126,875
303-00	**Finish Subgrade**			**Quan: 32,526.00 SY**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
											**Unreviewed
FINRS	(Mod) Restore Street Subgrade		100.00	CH	**Prod: 325.2600 UH**	Lab Pcs:	8.00		Eqp Pcs:		7.00
8MG150	Cat 150 Motorgrader (I	1.00	100.00	HR	103.194				10,319		10,319
8RC9WHEEL	Cat CW16 9Wheel (16T)	1.00	100.00	HR	63.844				6,384		6,384
8SC613	Cat 613 Scraper	1.00	100.00	HR	90.887				9,089		9,089
8WTK4	4,000 gal Water Truck	3.00	300.00	HR	58.025				17,408		17,408
8YGATOR	UTV Gator / Kubota	1.00	100.00	HR	6.602				660		660
LACMN	Laborer, Common	1.00	100.00	MH	47.349	4,735					4,735
LAGCK	Laborer, Grade Checker	1.00	100.00	MH	59.401	5,940					5,940
OPBLD	Operator, Finish Motorgrad	1.00	100.00	MH	67.800	6,780					6,780
OPGEN	Operator, General	1.00	100.00	MH	55.749	5,575					5,575
OPSCR	Operator, Scraper	1.00	100.00	MH	59.766	5,977					5,977
OPWT	Operator, Water Truck	3.00	300.00	MH	54.653	16,396					16,396
$89,262.92	0.0245 MH/SY		800.00	MH	[0.876]	45,403			43,860		89,263
303-01	**Crush ABC QC**			**Quan: 14,500.00 TON**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
											**Unreviewed
7QUALITY	Quality Control Sub	1.00	14,500.00	TON	0.500			7,250			7,250
303-05	**Load, Haul & Place ABC**			**Quan: 14,500.00 TON**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
											**Unreviewed
PLABC	(Mod) Place ABC		120.00	CH	**Prod: 120.8333 UH**	Lab Pcs:	9.00		Eqp Pcs:		6.00
5HAUL5BD	Haul by the HOUR Belly D	1.00	360.00	HR	180.000			64,800			64,800
7SWEEP	Sweeping Services	1.00	120.00	HR	110.000			13,200			13,200
8LD966	Cat 966 Wheel loader (	1.00	120.00	HR	104.775				12,573		12,573
8MG150	Cat 150 Motorgrader (I	1.00	120.00	HR	103.194				12,383		12,383
8RC9WHEEL	Cat CW16 9Wheel (16T)	1.00	120.00	HR	63.844				7,661		7,661
8WTK4	4,000 gal Water Truck	3.00	360.00	HR	58.025				20,889		20,889
LACMN	Laborer, Common	2.00	240.00	MH	47.349	11,364					11,364
LAGCK	Laborer, Grade Checker	1.00	120.00	MH	59.401	7,128					7,128
OPBLD	Operator, Finish Motorgrad	1.00	120.00	MH	67.800	8,136					8,136
OPGEN	Operator, General	1.00	120.00	MH	55.748	6,690					6,690
OPLDR	Operator, Loader	1.00	120.00	MH	58.305	6,997					6,997
OPWT	Operator, Water Truck	3.00	360.00	MH	54.653	19,675					19,675
$191,496.32	0.0744 MH/TON		1,080.00	MH	[2.579]	59,990		78,000	53,507		191,496

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 1450	CLIENT# = 15			Land Item	SCHEDULE: 1 100						
Description =	PURCHASE & PLACE AB			Unit =	SY Takeoff Quan:	32,526.000		Engr Quan:	32,526.000		
303-20	**Finish ABC**		**Quan: 32,526.00 SY**		**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
Cutting approximately 22000 LF of thickened edge MAG B											
FINABC	(Mod) Finish Grade ABC		130.00	CH	**Prod: 250.2000 UH**	Lab Pcs:	9.00	Eqp Pcs:	6.00		
8MG150	Cat 150 Motorgrader (I	1.00	130.00	HR	103.194				13,415		13,415
8RC9WHEEL	Cat CW16 9Wheel (16T)	1.00	130.00	HR	63.844				8,300		8,300
8SC613	Cat 613 Scraper	1.00	130.00	HR	90.887				11,815		11,815
8WTK4	4,000 gal Water Truck	3.00	390.00	HR	58.025				22,630		22,630
LACMN	Laborer, Common	2.00	260.00	MH	47.349	12,311					12,311
LAGCK	Laborer, Grade Checker	1.00	130.00	MH	59.401	7,722					7,722
OPBLD	Operator, Finish Motorgrad	1.00	130.00	MH	67.800	8,814					8,814
OPGEN	Operator, General	1.00	130.00	MH	55.748	7,247					7,247
OPSCR	Operator, Scraper	1.00	130.00	MH	59.766	7,770					7,770
OPWT	Operator, Water Truck	3.00	390.00	MH	54.653	21,315					21,315
$121,338.87	0.0359 MH/SY		1,170.00	MH	[1.25]	65,179			56,160		121,339
=====> **Item Totals:**	**1450 - PURCHASE & PLACE AB**										
$536,223.11	0.0937 MH/SY		3,050.00	MH	[3.276]	170,571		85,250	153,527	126,875	**536,223**
16.486	32526 SY					5.24		2.62	4.72	3.90	16.49
BID ITEM = 1600	CLIENT# = 16			Land Item	SCHEDULE: 1 100						
Description =	PURCHASE & PLACE AC			Unit =	SY Takeoff Quan:	32,526.000		Engr Quan:	32,526.000		
970-06	**CONSTRUCT AC PAVEMENT**		**Quan: 32,526.00 SY**		**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
4PAVEA	AC Paving Sub Hourly - 3	1.00	32,526.00	SY	40.000					1,301,040	1,301,040
BID ITEM = 1700	CLIENT# = 17			Land Item	SCHEDULE: 1 100						
Description =	TRM LOW WATER CROSSING			Unit =	SY Takeoff Quan:	1,139.000		Engr Quan:	1,139.000		
913-61	**INSTALL TRM LOW WATER CROSSING**		**Quan: 1,000.00 SY**		**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
LA-FAB	(Mod) Filter Fabric Install		40.00	CH	**Prod: 25.0000 UH**	Lab Pcs:	8.00	Eqp Pcs:	2.00		
8LDGT	JD210 / Case 570 Ganno	1.00	40.00	HR	41.112				1,645		1,645
8TKPU	Foreman pickup	1.00	40.00	HR	15.675				627		627
LACMN	Laborer, Common	6.00	240.00	MH	47.349	11,364					11,364
OPGEN	Operator, General	1.00	40.00	MH	55.748	2,230					2,230
ZFM1	General Foreman	1.00	40.00	MH	64.533	2,581					2,581
$18,446.57	0.3200 MH/SY		320.00	MH	[9.435]	16,175			2,272		18,447
204-00	**Finish for TRM**		**Quan: 1,139.00 SY**		**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
FINRC	(Mod) Restore Curb Grade		10.00	CH	**Prod: 113.9000 UH**	Lab Pcs:	5.00	Eqp Pcs:	3.00		
8BH420	Cat 420 Backhoe	1.00	10.00	HR	45.238				452		452
8LDGT	JD210 / Case 570 Ganno	1.00	10.00	HR	41.113				411		411
8WTK4	4,000 gal Water Truck	1.00	10.00	HR	58.025				580		580
LACMN	Laborer, Common	1.00	10.00	MH	47.350	474					474
LAGCK	Laborer, Grade Checker	1.00	10.00	MH	59.401	594					594
OPBKH	Operator, Backhoe	1.00	10.00	MH	55.749	557					557
OPGEN	Operator, General	1.00	10.00	MH	55.749	557					557
OPWT	Operator, Water Truck	1.00	10.00	MH	54.654	547					547
$4,172.77	0.0438 MH/SY		50.00	MH	[1.485]	2,729			1,444		4,173

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 1700	CLIENT# = 17			Land Item	SCHEDULE: 1 100						
Description =	TRM LOW WATER CROSSING			Unit =	SY	Takeoff Quan:	1,139.000		Engr Quan:	1,139.000	
913-01	**Purchase TRM Materials**		**Quan: 1,000.00**	**SY**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
											**Unreviewed
2GTRM	TRM	1.00	1,488.00	SY	2.500		3,720				3,720
2GTRMPIN	Pins for TRM	1.00	9.00	BX	75.000		675				675
$4,395.00					[ ]		4,395				4,395
913-60	**anchor trenches ex/backfill**		**Quan: 1,090.00**	**LF**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
											**Unreviewed
EXE308	(Mod) Excavation Excavator 308		40.00	CH	**Prod: 27.2500**	**UH**	Lab Pcs: 2.00		Eqp Pcs:		1.00
8EX308	Cat 308 Excavator (18,	1.00	40.00	HR	58.517				2,341		2,341
LACMN	Laborer, Common	1.00	40.00	MH	47.349	1,894					1,894
OPEXC	Operator, Excavator	1.00	40.00	MH	59.766	2,391					2,391
$6,625.29	0.0733 MH/LF		80.00	MH	[2.42]	4,285			2,341		6,625
=====>	**Item Totals: 1700**		**- TRM LOW WATER CROSSING**								
$33,639.63	0.3950 MH/SY		450.00	MH	[12.084]	23,189	4,395		6,056		**33,640**
29.534	1139 SY					20.36	3.86		5.32		29.53
BID ITEM = 1800	CLIENT# = 18			Land Item	SCHEDULE: 1 100						
Description =	INSTALL USFS FENCING/ADOT GAME FENCE			Unit =	LF	Takeoff Quan:	17,726.000		Engr Quan:	17,726.000	
970-02	**INSTALL USFS FENCING/ADOT GAME FENCE**		**Quan: 17,726.00**	**LF**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
											**Unreviewed
4FENCE	Fence Sub	1.00	17,726.00	LF	4.250					75,336	75,336
BID ITEM = 1900	CLIENT# = 19			Land Item	SCHEDULE: 1 100						
Description =	INSTALL SALVAGED USFS ZIGZAG FENCE			Unit =	LF	Takeoff Quan:	250.000		Engr Quan:	250.000	
970-02	**INSTALL SALVAGED USFS ZIGZAG FENCE**		**Quan: 250.00**	**LF**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
											**Unreviewed
4FENCE	Fence Sub	1.00	250.00	LF	14.000					3,500	3,500
BID ITEM = 2000	CLIENT# = 20			Land Item	SCHEDULE: 1 100						
Description =	INSTALL SALVAGED BARRICADE WALL			Unit =	LS	Takeoff Quan:	1.000		Engr Quan:	1.000	
202-16	**REM/SALVAGE EXIST CONCRETE BARRIER**		**Quan: 354.00**	**LF**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
											**Unreviewed
EXL966	(Mod) Excavation Loader 966		20.00	CH	**Prod: 17.7000**	**UH**	Lab Pcs: 5.00		Eqp Pcs:		3.00
3BARPICK	Barrier Pick	1.00	1.00	LS	2,500.000			2,500			2,500
8EX325	Cat 325 Excavator (57,	1.00	20.00	HR	70.950				1,419		1,419
8LD966	Cat 966 Wheel loader (	1.00	20.00	HR	104.775				2,096		2,096
8WTK4	4,000 gal Water Truck	1.00	20.00	HR	58.025				1,161		1,161
LACMN	Laborer, Common	2.00	40.00	MH	47.349	1,894					1,894
OPEXC	Operator, Excavator	1.00	20.00	MH	59.766	1,195					1,195
OPLDR	Operator, Loader	1.00	20.00	MH	58.305	1,166					1,166
OPWT	Operator, Water Truck	1.00	20.00	MH	54.653	1,093					1,093
$12,523.48	0.2824 MH/LF		100.00	MH	[9.297]	5,348		2,500	4,675		12,523
=====>	**Item Totals: 2000**		**- INSTALL SALVAGED BARRICADE WALL**								
$12,523.48	100.0000 MH/LS		100.00	MH	[3291.2]	5,348		2,500	4,675		**12,523**

Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 2000	CLIENT# = 20			Land Item	SCHEDULE: 1 100						
Description =	INSTALL SALVAGED BARRICADE WALL			Unit = LS	Takeoff Quan: 1.000				Engr Quan: 1.000		
12,523.480	1 LS					5,348.48		2,500.00	4,675.00		12,523.48
BID ITEM = 2100	CLIENT# = 21			Land Item	SCHEDULE: 1 100						
Description =	INSTALL SALVAGED USFS PIPE GATE W/CONC F			Unit = EA	Takeoff Quan: 1.000				Engr Quan: 1.000		
970-02	**INSTALL SALVAGED USFS PIPE GATE W/CONC**		**Quan: 1.00 EA**		**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
4FENCE	Fence Sub	1.00	1.00 EA		800.000					800	800
BID ITEM = 2200	CLIENT# = 22			Land Item	SCHEDULE: 1 100						
Description =	CONSTRUCT U-TYPE HEADWALL MODIFIED 4 BAR			Unit = EA	Takeoff Quan: 2.000				Engr Quan: 2.000		
970-01	**CONSTRUCT U-TYPE HEADWALL MODIFIED 4**		**Quan: 2.00 EA**		**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
4CON	Concrete Sub	1.00	2.00 EA		11,590.000					23,180	23,180
BID ITEM = 2350	CLIENT# = 23			Land Item	SCHEDULE: 1 100						
Description =	INSTALL 18" 14 GUAGE CMP			Unit = LF	Takeoff Quan: 287.000				Engr Quan: 287.000		
501-18-00	**18" CMP Ex/ Place/ Backfill**		**Quan: 287.00 LF**		**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
SDMED	Pipe - Medium Diameter		50.00 CH		**Prod: 5.7400 UH**			Lab Pcs: 9.00		Eqp Pcs: 6.00	
8EX325	Cat 325 Excavator (57,	1.00	50.00 HR		70.950				3,548		3,548
8LD966	Cat 966 Wheel loader (	1.00	50.00 HR		104.775				5,239		5,239
8RCHR	Walk Behin Hand roller	1.00	50.00 HR		32.155				1,608		1,608
8RCMX	Ramex	1.00	50.00 HR		13.200				660		660
8WTK4	4,000 gal Water Truck	1.00	50.00 HR		58.025				2,901		2,901
8YGATOR	UTV Gator / Kubota	1.00	50.00 HR		6.602				330		330
LACMN	Laborer, Common	5.00	250.00 MH		47.349	11,837					11,837
LAGCK	Laborer, Grade Checker	1.00	50.00 MH		59.401	2,970					2,970
OPEXC	Operator, Excavator	1.00	50.00 MH		59.766	2,988					2,988
OPLDR	Operator, Loader	1.00	50.00 MH		58.305	2,915					2,915
OPWT	Operator, Water Truck	1.00	50.00 MH		54.653	2,733					2,733
$37,729.00	1.5679 MH/LF		450.00 MH		[49.802]	23,444			14,285		37,729
501-18-01	**18" CMP Materials**		**Quan: 287.00 LF**		**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
2ABED	Bedding Material	1.00	37.00 TN		8.750		324				324
2C03	Slurry 1 sack	1.10	111.10 CY		200.000		22,220				22,220
2PM186	18 in. CMP Ga. #16	1.00	287.00 LF		31.082		8,921				8,921
2PM18BANDS	18 in. CMP Bands	1.00	12.00 EA		59.441		713				713
3TRPLATE	Trench Plate Rental	1.00	1.00 LS		2,500.000			2,500			2,500
$34,677.67					[ ]		32,178	2,500			34,678
=====> Item Totals:	**2350**	**- INSTALL 18" 14 GUAGE CMP**									
$72,406.67	1.5679 MH/LF		450.00 MH		[49.802]	23,444	32,178	2,500	14,285		**72,407**
252.288	287 LF					81.69	112.12	8.71	49.77		252.29

Rummel Construction, Inc. Page 8
CINDERLKGMP1 CINDER LAKE LANDFILL ROAD GMP 1 12/20/2023 7:40
Mike Claflin **Cost Report**

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Perm Labor	Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 2400	CLIENT# = 24			Land Item	SCHEDULE: 1 100						
Description =	INSTALL 24" DIA 14 GAUGE CMP			Unit =	LF Takeoff Quan: 160.000				Engr Quan:		160.000
501-24-00	**24" CMP Ex/ Place/ Backfill**			**Quan:**	**160.00 LF Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
SDMED	Pipe - Medium Diameter		40.00	CH	**Prod: 4.0000 UH**			Lab Pcs: 9.00	Eqp Pcs:		6.00
8EX325	Cat 325 Excavator (57,	1.00	40.00 HR		70.950				2,838		2,838
8LD966	Cat 966 Wheel loader (	1.00	40.00 HR		104.775				4,191		4,191
8RCHR	Walk Behin Hand roller	1.00	40.00 HR		32.155				1,286		1,286
8RCMX	Ramex	1.00	40.00 HR		13.200				528		528
8WTK4	4,000 gal Water Truck	1.00	40.00 HR		58.025				2,321		2,321
8YGATOR	UTV Gator / Kubota	1.00	40.00 HR		6.602				264		264
LACMN	Laborer, Common	5.00	200.00 MH		47.349	9,470					9,470
LAGCK	Laborer, Grade Checker	1.00	40.00 MH		59.401	2,376					2,376
OPEXC	Operator, Excavator	1.00	40.00 MH		59.766	2,391					2,391
OPLDR	Operator, Loader	1.00	40.00 MH		58.305	2,332					2,332
OPWT	Operator, Water Truck	1.00	40.00 MH		54.653	2,186					2,186
$30,183.18	2.2500 MH/LF		360.00 MH		[71.466]	18,755			11,428		30,183
501-24-01	**24" CMP Materials**			**Quan:**	**160.00 LF Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
2ABED	Bedding Material	1.00	25.00 TN		8.750		219				219
2C03	Slurry 1 sack	1.10	60.50 CY		200.000		12,100				12,100
2PM246	24 in. CMP Ga. #16	1.00	160.00 LF		40.804		6,529				6,529
2PM24BANDS	24 in. CMP Bands	1.00	160.00 EA		71.410		11,426				11,426
3TRPLATE	Trench Plate Rental	1.00	1.00 LS		2,500.000			2,500			2,500
$32,773.15					[ ]		30,273	2,500			32,773
=====> Item Totals:	**2400**		**- INSTALL 24" DIA 14 GAUGE CMP**								
$62,956.33	2.2500 MH/LF		360.00 MH		[71.466]	18,755	30,273	2,500	11,428		**62,956**
393.477	160 LF					117.22	189.21	15.63	71.43		393.48
BID ITEM = 2500	CLIENT# = 25			Land Item	SCHEDULE: 1 100						
Description =	INSTALL D50=6" RIPRAP W/MIRAFI 140N			Unit =	SF Takeoff Quan: 3,799.000				Engr Quan:		3,799.000
913-03-02	**Install Loose Rip Rap 325**			**Quan:**	**140.00 CY Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
RR420	(Mod) Rip Rap 420/950/Gannon		10.00	CH	**Prod: 14.0000 UH**			Lab Pcs: 8.00	Eqp Pcs:		5.00
8EX325	Cat 325 Excavator (57,	1.00	10.00 HR		70.950				710		710
8LD950	Cat 950 Wheel Loader (	1.00	10.00 HR		77.798				778		778
8WTK4	4,000 gal Water Truck	3.00	30.00 HR		58.025				1,741		1,741
LACMN	Laborer, Common	3.00	30.00 MH		47.349	1,420					1,420
OPEXC	Operator, Excavator	1.00	10.00 MH		59.766	598					598
OPLDR	Operator, Loader	1.00	10.00 MH		58.306	583					583
OPWT	Operator, Water Truck	3.00	30.00 MH		54.653	1,640					1,640
$7,469.02	0.5714 MH/CY		80.00 MH		[18.582]	4,241			3,228		7,469
913-01	**Purchase Rip Rap Materials**			**Quan:**	**232.00 TN Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
2ARD506	Rip Rap, D50=6"	1.00	232.00 TN		40.000		9,280				9,280
2GF8OZ	8 oz Non-Woven Geofabric	1.00	500.00 SY		1.500		750				750
$10,030.00					[ ]		10,030				10,030
=====> Item Totals:	**2500**		**- INSTALL D50=6" RIPRAP W/MIRAFI 140N**								
$17,499.02	0.0210 MH/SF		80.00 MH		[0.685]	4,241	10,030		3,228		**17,499**
4.606	3799 SF					1.12	2.64		0.85		4.61

Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 2650	CLIENT# = 26			Land Item	SCHEDULE: 1 100						
Description =	INSTALL 16 GAUGE FLARED END SECTIONS			Unit = EA	Takeoff Quan: 10.000				Engr Quan: 10.000		
501-18-00	**Install FES**			**Quan: 10.00 EA**	**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
SDMED	Pipe - Medium Diameter		10.00 CH	**Prod:**	**1.0000 UH** Lab Pcs: 9.00				Eqp Pcs: 6.00		
8EX325	Cat 325 Excavator (57,	1.00	10.00 HR	70.950					710		710
8LD966	Cat 966 Wheel loader (	1.00	10.00 HR	104.775					1,048		1,048
8RCHR	Walk Behin Hand roller	1.00	10.00 HR	32.156					322		322
8RCMX	Ramex	1.00	10.00 HR	13.200					132		132
8WTK4	4,000 gal Water Truck	1.00	10.00 HR	58.025					580		580
8YGATOR	UTV Gator / Kubota	1.00	10.00 HR	6.602					66		66
LACMN	Laborer, Common	5.00	50.00 MH	47.349	2,367						2,367
LAGCK	Laborer, Grade Checker	1.00	10.00 MH	59.401	594						594
OPEXC	Operator, Excavator	1.00	10.00 MH	59.766	598						598
OPLDR	Operator, Loader	1.00	10.00 MH	58.306	583						583
OPWT	Operator, Water Truck	1.00	10.00 MH	54.654	547						547
$7,545.79	9.0000 MH/EA		90.00 MH	[285.862]	4,689				2,857		7,546
501-18-01	**18" CMP Materials**			**Quan: 10.00 EA**	**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
2PM18FE	18 in. CMP Flared End Sect	1.00	10.00 EA	167.194			1,672				1,672
=====> Item Totals:	**2650 - INSTALL 16 GAUGE FLARED END SECTIONS**										
$9,217.73	9.0000 MH/EA		90.00 MH	[285.862]	4,689		1,672		2,857		**9,218**
921.773	10 EA				468.87		167.19		285.71		921.77
BID ITEM = 2700	CLIENT# = 27			Land Item	SCHEDULE: 1 100						
Description =	INSTALL 4" DOUBLE YELLOW CENTELINE STRIP			Unit = LF	Takeoff Quan: 11,033.000				Engr Quan: 11,033.000		
970-45	**INSTALL 4" DOUBLE YELLOW CENTELINE STR**			**Quan: 11,033.00 LF**	**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
4STRIPE	Striping Sub	1.00	11,033.00 LF	1.660						18,315	18,315
BID ITEM = 2800	CLIENT# = 28			Land Item	SCHEDULE: 1 100						
Description =	INSTALL 4" WHITE EDGE STRIPE			Unit = LF	Takeoff Quan: 21,655.000				Engr Quan: 21,655.000		
970-45	**INSTALL 4" WHITE EDGE STRIPE**			**Quan: 21,655.00 LF**	**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
4STRIPE	Striping Sub	1.00	21,655.00 LF	0.830						17,974	17,974
BID ITEM = 2900	CLIENT# = 29			Land Item	SCHEDULE: 1 100						
Description =	INSTALL SALVAGED CULVERT DELINEATOR & SI			Unit = EA	Takeoff Quan: 12.000				Engr Quan: 12.000		
970-42	**INSTALL SALVAGED CULVERT DELINEATOR &**			**Quan: 12.00 EA**	**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
4SIGN	Signage Sub	1.00	12.00 EA	663.000						7,956	7,956
BID ITEM = 3000	CLIENT# = 30			Land Item	SCHEDULE: 1 100						
Description =	INSTALL SALVAGED LANDFILL SIGN & BASE			Unit = EA	Takeoff Quan: 2.000				Engr Quan: 2.000		

Cost Report

Activity / Resource	Desc	Quantity Pcs	Quantity Unit	Unit Cost	Perm Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 3000	CLIENT# = 30		Land Item	SCHEDULE: 1 100						
Description =	INSTALL SALVAGED LANDFILL SIGN & BASE		Unit = EA	Takeoff Quan:		2.000	Engr Quan:			2.000
970-42	**INSTALL SALVAGED LANDFILL SIGN & BASE**	**Quan:**	**2.00 EA**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
										**Unreviewed
4SIGN	Signage Sub	1.00	2.00 EA	663.000					1,326	1,326
BID ITEM = 3100	CLIENT# = 31		Land Item	SCHEDULE: 1 100						
Description =	INSTALL SALVAGED USFS SIGN & BASE		Unit = EA	Takeoff Quan:		1.000	Engr Quan:			1.000
970-42	**INSTALL SALVAGED USFS SIGN & BASE**	**Quan:**	**1.00 EA**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
										**Unreviewed
4SIGN	Signage Sub	1.00	1.00 EA	663.000					663	663
BID ITEM = 3200	CLIENT# = 32		Land Item	SCHEDULE: 1 100						
Description =	INSTALL SALVAGED GAS LINE MARKER		Unit = EA	Takeoff Quan:		2.000	Engr Quan:			2.000
970-42	**INSTALL SALVAGED GAS LINE MARKER**	**Quan:**	**2.00 EA**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
										**Unreviewed
4SIGN	Signage Sub	1.00	2.00 EA	663.000					1,326	1,326
BID ITEM = 3300	CLIENT# = 33		Land Item	SCHEDULE: 1 100						
Description =	INSTALL STOP SIGN		Unit = EA	Takeoff Quan:		1.000	Engr Quan:			1.000
970-42	**INSTALL STOP SIGN**	**Quan:**	**1.00 EA**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
										**Unreviewed
4SIGN	Signage Sub	1.00	1.00 EA	754.000					754	754
BID ITEM = 3400	CLIENT# = 34		Land Item	SCHEDULE: 1 100						
Description =	INSTALL "NO PASSING ZONE" SIGN & BASE		Unit = EA	Takeoff Quan:		1.000	Engr Quan:			1.000
970-42	**INSTALL "NO PASSING ZONE" SIGN & BASE**	**Quan:**	**1.00 EA**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
										**Unreviewed
4SIGN	Signage Sub	1.00	1.00 EA	754.000					754	754
BID ITEM = 3500	CLIENT# = 35		Land Item	SCHEDULE: 1 100						
Description =	INSTALL 15 MPH SPEED LIMIT SIGN & BASE		Unit = EA	Takeoff Quan:		1.000	Engr Quan:			1.000
970-42	**INSTALL 15 MPH SPEED LIMIT SIGN & BASE**	**Quan:**	**1.00 EA**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
										**Unreviewed
4SIGN	Signage Sub	1.00	1.00 EA	754.000					754	754
BID ITEM = 3600	CLIENT# = 36		Land Item	SCHEDULE: 1 100						
Description =	INSTALL 25 MPH SPEED LIMIT SIGN & BASE		Unit = EA	Takeoff Quan:		4.000	Engr Quan:			4.000

Cost Report

Activity / Resource	Desc	Quantity Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 3600	CLIENT# = 36		Land Item	SCHEDULE: 1 100						
Description =	INSTALL 25 MPH SPEED LIMIT SIGN & BASE		Unit = EA	Takeoff Quan:		4.000		Engr Quan:		4.000
970-42	**INSTALL 25 MPH SPEED LIMIT SIGN & BASE**	**Quan:**	**4.00 EA**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
										**Unreviewed
4SIGN	Signage Sub	1.00	4.00 EA	754.000					3,016	3,016
BID ITEM = 3700	CLIENT# = 37		Land Item	SCHEDULE: 1 100						
Description =	INSTALL STOP AHED SIGN & BASE		Unit = EA	Takeoff Quan:		1.000		Engr Quan:		1.000
970-42	**INSTALL STOP AHED SIGN & BASE**	**Quan:**	**1.00 EA**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
										**Unreviewed
4SIGN	Signage Sub	1.00	1.00 EA	754.000					754	754
BID ITEM = 3800	CLIENT# = 38		Land Item	SCHEDULE: 1 100						
Description =	INSTALL LEFT TURN SIGN & BASE		Unit = EA	Takeoff Quan:		3.000		Engr Quan:		3.000
970-42	**INSTALL LEFT TURN SIGN & BASE**	**Quan:**	**3.00 EA**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
										**Unreviewed
4SIGN	Signage Sub	1.00	3.00 EA	754.000					2,262	2,262
BID ITEM = 3900	CLIENT# = 39		Land Item	SCHEDULE: 1 100						
Description =	INSTALL RIGHT TURN SIGN & BASE		Unit = EA	Takeoff Quan:		3.000		Engr Quan:		3.000
970-42	**INSTALL RIGHT TURN SIGN & BASE**	**Quan:**	**3.00 EA**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
										**Unreviewed
4SIGN	Signage Sub	1.00	3.00 EA	754.000					2,262	2,262
BID ITEM = 4000	CLIENT# = 40		Land Item	SCHEDULE: 1 100						
Description =	INSTALL LEFT CURVE SIGN & POST		Unit = EA	Takeoff Quan:		2.000		Engr Quan:		2.000
970-42	**INSTALL LEFT CURVE SIGN & POST**	**Quan:**	**2.00 EA**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
										**Unreviewed
4SIGN	Signage Sub	1.00	2.00 EA	754.000					1,508	1,508
BID ITEM = 4100	CLIENT# = 41		Land Item	SCHEDULE: 1 100						
Description =	INSTALL RIGHT CURVE SIGN & POST		Unit = EA	Takeoff Quan:		2.000		Engr Quan:		2.000
970-42	**INSTALL RIGHT CURVE SIGN & POST**	**Quan:**	**2.00 EA**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**				
										**Unreviewed
4SIGN	Signage Sub	1.00	2.00 EA	754.000					1,508	1,508
BID ITEM = 4200	CLIENT# = 42		Land Item	SCHEDULE: 1 100						
Description =	INSTALL CHEVRON ALIGNMENT SIGN & POST		Unit = EA	Takeoff Quan:		22.000		Engr Quan:		22.000

Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 4200	CLIENT# = 42	Land Item	SCHEDULE: 1	100							
Description =	INSTALL CHEVRON ALIGNMENT SIGN & POST	Unit =	EA	Takeoff Quan:	22.000			Engr Quan:	22.000		
970-42	**INSTALL CHEVRON ALIGNMENT SIGN & POST**	**Quan:**	**22.00 EA**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**				
											**Unreviewed
4SIGN	Signage Sub	1.00	22.00 EA		754.000					16,588	16,588
BID ITEM = 4300	CLIENT# = 43	Land Item	SCHEDULE: 1	100							
Description =	INSTALL "DO NOT ENTER WHEN FLOODED" SIGN	Unit =	EA	Takeoff Quan:	2.000			Engr Quan:	2.000		
970-42	**INSTALL "DO NOT ENTER WHEN FLOODED" SI**	**Quan:**	**2.00 EA**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**				
											**Unreviewed
4SIGN	Signage Sub	1.00	2.00 EA		754.000					1,508	1,508
BID ITEM = 4400	CLIENT# = 44	Land Item	SCHEDULE: 1	100							
Description =	INSTALL SALV "NO DUMPING OR LITTERING" S	Unit =	EA	Takeoff Quan:	1.000			Engr Quan:	1.000		
970-42	**INSTALL SALV "NO DUMPING OR LITTERING"**	**Quan:**	**1.00 EA**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**				
											**Unreviewed
4SIGN	Signage Sub	1.00	1.00 EA		663.000					663	663
BID ITEM = 4500	CLIENT# = 45	Land Item	SCHEDULE: 1	100							
Description =	INSTALL REVERSE TURN SIGN & POST	Unit =	EA	Takeoff Quan:	2.000			Engr Quan:	2.000		
970-42	**INSTALL REVERSE TURN SIGN & POST**	**Quan:**	**2.00 EA**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**				
											**Unreviewed
4SIGN	Signage Sub	1.00	2.00 EA		754.000					1,508	1,508
BID ITEM = 4600	CLIENT# = 46	Land Item	SCHEDULE: 1	100							
Description =	INSTALL REDUCED SPEED LIMIT SIGN & POST	Unit =	EA	Takeoff Quan:	1.000			Engr Quan:	1.000		
970-42	**INSTALL REDUCED SPEED LIMIT SIGN & POST**	**Quan:**	**1.00 EA**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**				
											**Unreviewed
4SIGN	Signage Sub	1.00	1.00 EA		754.000					754	754
BID ITEM = 4700	CLIENT# = 47	Land Item	SCHEDULE: 1	100							
Description =	INSTALL KEEP RIGHT SIGN & POST	Unit =	EA	Takeoff Quan:	1.000			Engr Quan:	1.000		
970-42	**INSTALL KEEP RIGHT SIGN & POST**	**Quan:**	**1.00 EA**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**				
											**Unreviewed
4SIGN	Signage Sub	1.00	1.00 EA		754.000					754	754
BID ITEM = 4850	CLIENT# = 48	Land Item	SCHEDULE: 1	100							
Description =	ROADWAY EXCAVATION RUMMEL - AC/AB PULVER	Unit =	CY	Takeoff Quan:	15,382.000			Engr Quan:	15,382.000		

Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 4850	CLIENT# = 48			Land Item	SCHEDULE: 1 100						
Description =	ROADWAY EXCAVATION RUMMEL - AC/AB PULVER		Unit =	CY	Takeoff Quan: 15,382.000				Engr Quan: 15,382.000		
203-00-31	**Excavation Scraper 627-2**		**Quan: 15,382.00 CY**		**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
EXS272	(Mod) Excavation Scraper 627-2		150.00	CH	**Prod: 102.5467 UH**			Lab Pcs: 9.00	Eqp Pcs: 9.00		
8DZ06	Cat D6/D6T/D6R2 Dozer	1.00	150.00	HR	114.400			17,160		17,160	
8MG150	Cat 150 Motorgrader (I	1.00	150.00	HR	103.194			15,479		15,479	
8SC627	Cat 627 Scraper	2.00	300.00	HR	205.425			61,628		61,628	
8WTK4	4,000 gal Water Truck	3.00	450.00	HR	58.025			26,111		26,111	
8YGATOR	UTV Gator / Kubota	2.00	300.00	HR	6.602			1,981		1,981	
LAGCK	Laborer, Grade Checker	2.00	300.00	MH	59.401	17,820				17,820	
OPBLD	Operator, Finish Motorgrad	1.00	150.00	MH	67.800	10,170				10,170	
OPDZR	Operator, Dozer	1.00	150.00	MH	61.592	9,239				9,239	
OPSCR	Operator, Scraper	2.00	300.00	MH	59.766	17,930				17,930	
OPWT	Operator, Water Truck	3.00	450.00	MH	54.653	24,594				24,594	
$202,111.71	0.0877 MH/CY		1,350.00	MH	[3.295]	79,753		122,359		202,112	
=====> **Item Totals:**	**4850**		**- ROADWAY EXCAVATION RUMMEL - AC/AB PULVER**								
$202,111.71	0.0877 MH/CY		1,350.00	MH	[3.295]	79,753		122,359		**202,112**	
13.139	15382 CY					5.18		7.95		13.14	
BID ITEM = 4950	CLIENT# = 49A			Land Item	SCHEDULE: 1 100						
Description =	ROADWAY EMBANKMENT - AC/AB PULVERIZE		Unit =	CY	Takeoff Quan: 12,320.000				Engr Quan: 12,320.000		
203-41	**Place Fill from Onsite Ex**		**Quan: 13,320.00 CY**		**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
PLFILL	(Mod) Place Fill from Onsite Ex		150.00	CH	**Prod: 88.8000 UH**			Lab Pcs: 4.00	Eqp Pcs: 4.00		
8MG150	Cat 150 Motorgrader (I	1.00	150.00	HR	103.194			15,479		15,479	
8RCVS	Cat CS54 Vib Steel Rol	1.00	150.00	HR	51.235			7,685		7,685	
8TRDSK	Ag Tractor & Disc	1.00	150.00	HR	131.175			19,676		19,676	
8YGATOR	UTV Gator / Kubota	1.00	150.00	HR	6.602			990		990	
LAGCK	Laborer, Grade Checker	1.00	150.00	MH	59.401	8,910				8,910	
OPBLD	Operator, Finish Motorgrad	1.00	150.00	MH	67.800	10,170				10,170	
OPGEN	Operator, General	2.00	300.00	MH	55.749	16,725				16,725	
$79,636.05	0.0450 MH/CY		600.00	MH	[1.713]	35,805		43,831		79,636	
203-30	**O.G. Compaction**		**Quan: 39,910.99 SY**		**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
											**Unreviewed
GPOGC	(Mod) OG Compact		60.00	CH	**Prod: 665.1832 UH**			Lab Pcs: 3.00	Eqp Pcs: 3.00		
8MG14	Cat 14 Motorgrader	1.00	60.00	HR	116.806			7,008		7,008	
8RCVS	Cat CS54 Vib Steel Rol	1.00	60.00	HR	51.235			3,074		3,074	
8WTK4	4,000 gal Water Truck	1.00	60.00	HR	58.025			3,482		3,482	
OPBLD	Operator, Finish Motorgrad	1.00	60.00	MH	67.800	4,068				4,068	
OPGEN	Operator, General	1.00	60.00	MH	55.749	3,345				3,345	
OPWT	Operator, Water Truck	1.00	60.00	MH	54.653	3,279				3,279	
$24,256.23	0.0045 MH/SY		180.00	MH	[0.171]	10,692		13,564		24,256	
=====> **Item Totals:**	**4950**		**- ROADWAY EMBANKMENT - AC/AB PULVERIZE**								
$103,892.28	0.0633 MH/CY		780.00	MH	[2.405]	46,497		57,395		**103,892**	
8.433	12320 CY					3.77		4.66		8.43	
BID ITEM = 4975	CLIENT# = 49B			Land Item	SCHEDULE: 1 100						
Description =	IMPORT BORROW FROM COUNTY YARD		Unit =	TON	Takeoff Quan: 1.000				Engr Quan: 1.000		
=====> **Item Totals:**	**4975**		**- IMPORT BORROW FROM COUNTY YARD**								

Activity / Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub- Ment	Contract	Total

BID ITEM = 4975 CLIENT# = 49B Land Item SCHEDULE: 1 100
Description = IMPORT BORROW FROM COUNTY YARD Unit = TON Takeoff Quan: 1.000 Engr Quan: 1.000

$0.00 [ ]
0.000 1 TON

BID ITEM = 7000 CLIENT# = 70 Land Item SCHEDULE: 1 100
Description = MOBILIZATION Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

---------- Mobilization Load Calculator ----------

Legal Mobilization

Equipment	Qty	Trips	Total
Backhoes	2	2	4
D6 Dozer	1	2	2
308 Excavator	0	1	0
320 Excavator	1	2	2
950 Loader	1	2	2
966 Loader	1	2	2
Gannon Tractors	2	2	4
14 Motorgrader	4	2	8
140 Motorgrader	0	1	0
16 Motorgrader	0	1	0
160 Motorgrader	0	1	0
613 Scraper	2	2	4
Ag Tractor	1	2	2
Implements - Bee Gee, Discs	1	2	2
5K Waterpull	0	1	0
Water Truck - 2K	0	1	0
Water Truck - 4K	4	2	8
Hurricane Pumps	0	1	0
Klein Tank	2	2	4
Connex Boxes	3	2	6
HDPE Pipe	0	1	0
Attachments (from Heavy)	0	1	0
Misc.	12	2	24

Total Legal Loads 74

Oversize Mobilization

Equipment	Qty	Trips	Total
D8 Dozer	0	1	0
623 Scraper	1	2	2
627 Scraper	2	2	4
8K Waterpull	0	1	0
336 Excavator	0	1	0
740 / 475 Articulated Truck	0	1	0
Crusher	0	1	0
815 Compactor	0	1	0

Total Oversize Loads 6

Oversize Heavy Mobilization

Equipment	Qty	Number of one way trips	Total
D10 Dozer	0	1	0
D9 Dozer	0	1	0
657 Scraper	0	1	0
637 Scraper	0	1	0
631 Scraper	0	1	0
988 Loader	0	1	0
349 Excavator	0	1	0
374 Excavator	0	1	0
773 Rigid Frame Truck	0	1	0

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 7000	CLIENT# = 70			Land Item	SCHEDULE: 1 100						
Description = MOBILIZATION				Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
Total Oversize Heavy Loads					0						
Total Equipment Prep Hours 0											
Total Equipment Prep Cost $0											
---------- End Assembly ----------											
970-19	**MOBILIZATION - Crushing**				**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
4CRS	Rock Crushing Sub	1.00	1.00	LS	35,000.000					35,000	35,000
970-31	**MOBILIZATION - Seeding**				**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
4LAND	Landscape Sub	1.00	2.00	EA	0.000						
190-10-02	**Mobe & Demobe Legal Loads**				**Quan: 74.00 LDS**	**Hrs/Shft: 8.00**		**Cal: 508**	**WC: NOUSE**		
											**Unreviewed
MOBRUM	Mobilization Rumco		592.00	CH	**Prod: 8.0000 HU**			Lab Pcs: 1.00		Eqp Pcs:	1.00
6MBRUM	RUMCO Mob Outside Esc	1.00	74.00	EA	25.000			1,850			1,850
8LBLB	Truck and Trailer	1.00	592.00	HR	90.247				53,426		53,426
DRTP	Driver, Transport Low Boy	1.00	592.00	MH	59.020	34,940					34,940
$90,216.50	8.0000 MH/LDS		592.00	MH	[277.2]	34,940		1,850	53,426		90,217
190-10-03	**Mobe & Demobe Oversize**				**Quan: 6.00 LDS**	**Hrs/Shft: 8.00**		**Cal: 508**	**WC: NOUSE**		
											**Unreviewed
MOBLGL	Mobilization Legal		48.00	CH	**Prod: 8.0000 HU**			Lab Pcs: 1.00		Eqp Pcs:	2.00
6MBLGL	Legal Mob Outside Esc	1.00	6.00	EA	74.000			444			444
8LBJEEP	Jeep Trailer	1.00	48.00	HR	22.000				1,056		1,056
8LBLB	Truck and Trailer	1.00	48.00	HR	90.247				4,332		4,332
DRTP	Driver, Transport Low Boy	1.00	48.00	MH	59.020	2,833					2,833
$8,664.85	8.0000 MH/LDS		48.00	MH	[277.2]	2,833		444	5,388		8,665
970-01	**MOBILIZATION - Concrete**				**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
4CON	Concrete Sub	1.00	1.00	LS	7,000.000					7,000	7,000
970-02	**MOBILIZATION - Fencing**				**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
4FENCE	Fence Sub	1.00	1.00	LS	6,000.000					6,000	6,000
970-06	**MOBILIZATION - Paving**				**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
4PAVEA	AC Paving Sub Hourly - 3	1.00	1.00	EA	25,000.000					25,000	25,000
970-34	**MOBILIZATION - AC Milling**				**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
4MIL	Asphalt Milling / Grinding	1.00	1.00	SY	0.000						
151-02	**Clean Up / Demobilization**				**Quan: 10.00 S**	**Hrs/Shft: 8.00**		**Cal: 508**	**WC: NOUSE**		
											**Unreviewed
MICU	Clean Up / Miscellaneous		80.00	CH	**Prod: 10.0000 S**			Lab Pcs: 4.00		Eqp Pcs:	3.00
7SWEEP	Sweeping Services	1.00	8.00	HR	110.000			880			880
8LDGT	JD210 / Case 570 Ganno	1.00	80.00	HR	41.112				3,289		3,289
8TKPU	Foreman pickup	1.00	80.00	HR	15.675				1,254		1,254
8WTK4	4,000 gal Water Truck	1.00	80.00	HR	58.025				4,642		4,642
LACMN	Laborer, Common	1.00	80.00	MH	47.732	3,819					3,819
OPGEN	Operator, General	1.00	80.00	MH	55.368	4,429					4,429
OPWT	Operator, Water Truck	1.00	80.00	MH	54.372	4,350					4,350
ZFM1	General Foreman	1.00	80.00	MH	80.666	6,453					6,453

Activity / Resource	Desc	Quantity	Pcs	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 7000	CLIENT# = 70			Land Item	SCHEDULE: 1 100						
Description =	MOBILIZATION			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
$29,116.12		32.0000	MH/S	320.00	MH	[1042.8]	19,051		880	9,185	29,116
970-42	**MOBILIZATION - Signage**			**Quan:**	**1.00 LS**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
4SIGN	Signage Sub	1.00	1.00	LS	3,042.000					3,042	3,042
970-45	**MOBILIZATION - Striping**			**Quan:**	**1.00 LS**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
4STRIPE	Striping Sub	1.00	1.00	LS	7,497.250					7,497	7,497
190-10-06	**Mobilization - Trucks**			**Quan:**	**1.00 LS**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
3MOBETRUCK	mobe trucks	1.00	3.00	EA	800.000			2,400			2,400
107-10	**Pre-construction Video**			**Quan:**	**1.00 LS**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
8TKPUPM	==> Project Manager Picku	1.00	10.00	HR	15.675				157		157
ZPM1	==> Project Manager	1.00	10.00	MH	84.565	846					846
$1,002.40		10.0000	MH/LS	10.00	MH	[501.6]	846			157	1,002
=====> Item Totals:	**7000**	**- MOBILIZATION**									
$214,939.12		970.0000	MH/LS	970.00	MH	[33105.6]	57,670		5,574	68,156	83,539 **214,939**
214,939.120		1	LS				57,669.85		5,574.00	68,156.02	83,539.25 214,939.12
BID ITEM = 7100	CLIENT# = 71			Land Item	SCHEDULE: 1 100						
Description =	EROSION CONTROL			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
810-10A	**Straw Wattles**			**Quan:**	**14,000.00 LF**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
ECBALE	SWPPP Straw Bale Placement		210.00	CH	**Prod:**	**66.6667 UH**	Lab Pcs:	3.00	Eqp Pcs:	2.00	
2ESWAT09	Straw Wattle 9"	1.00	14,000.00	LF	1.100		15,400				15,400
8LDGT	JD210 / Case 570 Ganno	1.00	210.00	HR	41.112				8,634		8,634
8TLFB	Trailer, Flat Bed	1.00	210.00	HR	11.000				2,310		2,310
LACMN	Laborer, Common	2.00	420.00	MH	47.349	19,887					19,887
OPGEN	Operator, General	1.00	210.00	MH	55.749	11,707					11,707
$57,937.55		0.0450	MH/LF	630.00	MH	[1.357]	31,594	15,400		10,944	57,938
810-10B	**Rem Straw Wattles & check dams**			**Quan:**	**16,150.00 LF**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**		
											**Unreviewed

```
4x4x12/27 = 7 CY per 400 LF of waste
16150/400 = 40 x 7 = 283 CY
283/30cy in an end dump = 10 truck loads

25 LF = 35lb  - 400 x 35 = 14,000 or 7 tons
48000 / 14000 = 3.4 x 400 = 1360 LF per truck load
16150 / 1360  = 12 truck loads

Say 18 trucks to account for moisture and stakes
```

ECBALE	(Mod) SWPPP Straw Bale Placement		150.00	CH	**Prod:**	**107.6667 UH**	Lab Pcs:	6.00	Eqp Pcs:	1.00	
5HAUL5ED	Haul by the HOUR End Du	1.00	40.00	HR	180.000			7,200			7,200
8LD966	Cat 966 Wheel loader (	1.00	150.00	HR	104.775				15,716		15,716
LACMN	Laborer, Common	5.00	750.00	MH	47.349	35,512					35,512
OPLDR	Operator, Loader	1.00	150.00	MH	58.305	8,746					8,746
$67,173.93		0.0557	MH/LF	900.00	MH	[1.635]	44,258		7,200	15,716	67,174
810-11	**Temp Seeding**			**Quan:**	**9.00 AC**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NOUSE**		
											**Unreviewed

Rummel Construction, Inc. Page 17
CINDERLKGMP1 CINDER LAKE LANDFILL ROAD GMP 1 12/20/2023 7:40
Mike Claflin **Cost Report**

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 7100	CLIENT# = 71			Land Item	SCHEDULE: 1 100						
Description =	EROSION CONTROL				Unit = LS	Takeoff Quan:		1.000	Engr Quan:		1.000
4LAND	Landscape Sub	1.00	9.00	AC	3,000.000					27,000	27,000
810-20	**Permanent Seeding**				**Quan: 9.00 AC**	**Hrs/Shft: 10.00**		**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
4LAND	Landscape Sub	1.00	9.00	AC	3,000.000					27,000	27,000
810-12	**SWPPP Plans**				**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
8TKPUPE	==> Project Engineer Picku	1.00	40.00	HR	15.675				627		627
ZE10	==> Project Engineer	1.00	40.00	MH	66.179	2,647					2,647
$3,274.17	40.0000 MH/LS		40.00	MH	[1416.8]	2,647			627		3,274
810-13	**SWPPP Permits**				**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
6NOICG	Construction General - NOI	1.00	1.00	EA	945.000			945			945
810-14	**Check Dams**				**Quan: 86.00 EA**	**Hrs/Shft: 10.00**		**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
ECBALE	(Mod) SWPPP Straw Bale Placement		50.00	CH	**Prod: 1.7200 UH**			Lab Pcs: 3.00		Eqp Pcs: 2.00	
2ESWAT12	Straw Wattle 12"	1.00	2,150.00	LF	1.150		2,473				2,473
8LDGT	JD210 / Case 570 Ganno	1.00	50.00	HR	41.112				2,056		2,056
8TLFB	Trailer, Flat Bed	1.00	50.00	HR	11.000				550		550
LACMN	Laborer, Common	2.00	100.00	MH	47.349	4,735					4,735
OPGEN	Operator, General	1.00	50.00	MH	55.748	2,787					2,787
$12,600.48	1.7441 MH/EA		150.00	MH	[52.586]	7,522	2,473		2,606		12,600
810-16	**SWPPP Inspections Etc.**				**Quan: 6.00 MOS**	**Hrs/Shft: 10.00**		**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
4SWPPP	SWPPP Inspections	1.00	6.00	MO	500.000					3,000	3,000
810-17	**Concrete Washout**				**Quan: 1.00 EA**	**Hrs/Shft: 10.00**		**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
LA-SW1	SWPPP Concrete Washoul		10.00	CH	**Prod: 1.0000 S**			Lab Pcs: 4.00		Eqp Pcs: 1.00	
8BH420	Cat 420 Backhoe	1.00	10.00	HR	45.238				452		452
LACMN	Laborer, Common	3.00	30.00	MH	47.349	1,420					1,420
OPBKH	Operator, Backhoe	1.00	10.00	MH	55.749	557					557
$2,430.33	40.0000 MH/EA		40.00	MH	[1182.77]	1,978			452		2,430
=====> Item Totals:	**7100 - EROSION CONTROL**										
$201,361.46	1,760.0000 MH/LS		1,760.00	MH	[52524.17]	87,999	17,873	8,145	30,345	57,000	**201,361**
201,361.460	1 LS					87,999.10	17,872.50	8,145.00	30,344.86	57,000.00	201,361.46
BID ITEM = 7200	CLIENT# = 72			Land Item	SCHEDULE: 1 100						
Description =	TRAFFIC CONTROL				Unit = LS	Takeoff Quan:		1.000	Engr Quan:		1.000
701-03	**4-Sunday Road Closure**				**Quan: 4.00 WK**	**Hrs/Shft: 10.00**		**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
3LANECLOSURE	Road Closure Message Brds	1.00	4.00	WK	1,110.000			4,440			4,440
3RDCLOSURE	Road Closure Signage/Barri	1.00	1.00	LS	5,000.000			5,000			5,000
3TRFSETUP	Traffic Setup/Remove	1.00	1.00	LS	800.000			800			800
$10,240.00					[ ]			10,240			10,240
701-01	**2 Flaggers (Misc: Removal, Fencing, Sign**				**Quan: 6.00 WK**	**Hrs/Shft: 12.00**		**Cal: 512**	**WC: NOUSE**		
											**Unreviewed
LA-TRF	Flaggers		360.00	CH	**Prod: 60.0000 HU**			Lab Pcs: 2.00		Eqp Pcs: 0.00	
LACMN	Laborer, Common	2.00	720.00	MH	47.094	33,908					33,908
$33,908.27	120.0000 MH/WK		720.00	MH	[3542.1]	33,908					33,908

Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Perm Labor	Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 7200	CLIENT# = 72			Land Item	SCHEDULE: 1 100						
Description =	TRAFFIC CONTROL				Unit = LS	Takeoff Quan:		1.000	Engr Quan:		1.000
701-04	**Piloted traffic during rdwy exc**				**Quan: 4.00 WK**	**Hrs/Shft: 12.00**		**Cal: 512**	**WC: NOUSE**		
											**Unreviewed
LA-PIL	(Mod) Piloted Traffic Control		240.00	CH	**Prod: 60.0000 HU**	Lab Pcs:		3.00	Eqp Pcs:		1.00
8TKPU	Foreman pickup	1.00	240.00	HR	15.675			3,762			3,762
LACMN	Laborer, Common	2.00	480.00	MH	47.094	22,606					22,606
LAFM	Laborer, Foreman	1.00	240.00	MH	71.498	17,160					17,160
$43,527.06	180.0000 MH/WK		720.00	MH	[6525.938]	39,765		3,762			43,527
701-05	**Piloted traffic during AB/AC**				**Quan: 4.00 WK**	**Hrs/Shft: 12.00**		**Cal: 512**	**WC: NOUSE**		
											**Unreviewed
LA-PIL	(Mod) Piloted Traffic Control		240.00	CH	**Prod: 60.0000 HU**	Lab Pcs:		3.00	Eqp Pcs:		1.00
8TKPU	Foreman pickup	1.00	240.00	HR	15.675			3,762			3,762
LACMN	Laborer, Common	2.00	480.00	MH	47.094	22,606					22,606
LAFM	Laborer, Foreman	1.00	240.00	MH	71.498	17,160					17,160
$43,527.06	180.0000 MH/WK		720.00	MH	[6525.938]	39,765		3,762			43,527
701-06	**Piloted traffic during AC/AB Removal**				**Quan: 7.00 S**	**Hrs/Shft: 12.00**		**Cal: 512**	**WC: NOUSE**		
											**Unreviewed
LA-PIL	(Mod) Piloted Traffic Control		84.00	CH	**Prod: 12.0000 HU**	Lab Pcs:		3.00	Eqp Pcs:		1.00
8TKPU	Foreman pickup	1.00	84.00	HR	15.675			1,317			1,317
LACMN	Laborer, Common	2.00	168.00	MH	47.094	7,912					7,912
LAFM	Laborer, Foreman	1.00	84.00	MH	71.498	6,006					6,006
$15,234.48	36.0000 MH/S		252.00	MH	[1305.19]	13,918		1,317			15,234
======> Item Totals:	**7200**				**- TRAFFIC CONTROL**						
$146,436.87	2,412.0000 MH/LS		2,412.00	MH	[82596.43]	127,356		10,240	8,841		**146,437**
146,436.870	1 LS					127,356.17		10,240.00	8,840.70		146,436.87
BID ITEM = 7300	CLIENT# = 73			Land Item	SCHEDULE: 1 100						
Description =	CONSTRUCTION STAKING/AS-BUILTS				Unit = LS	Takeoff Quan:		1.000	Engr Quan:		1.000
970-46	**CONSTRUCTION STAKING/AS-BUILTS**				**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 510**	**WC: NOUSE**		
											**Unreviewed
7SURVEY	Survey Sub	1.00	1.00	LS	69,900.000			69,900			69,900
======> Item Totals:	**7300**				**- CONSTRUCTION STAKING/AS-BUILTS**						
$69,900.00					[ ]			69,900			**69,900**
69,900.000	1 LS							69,900.00			69,900.00
BID ITEM = 7400	CLIENT# = 74			Land Item	SCHEDULE: 1 100						
Description =	CONSTRUCTION OBSERVANCE				Unit = LS	Takeoff Quan:		1.000	Engr Quan:		1.000
140-00	**Project Supervision**				**Quan: 130.00 S**	**Hrs/Shft: 8.00**		**Cal: 508**	**WC: NOUSE**		
											**Unreviewed
LA-SUP	(Mod) Project Supervision		1,040.00	CH	**Prod: 130.0000 S**	Lab Pcs:		2.50	Eqp Pcs:		2.50
8TKPUPE	Project Engineer Picku	1.00	1,040.00	HR	15.675			16,302			16,302
8TKPUPM	Project Manager Pickup	0.50	520.00	HR	15.675			8,151			8,151
8TKPUS	Superintendent Pickup	1.00	1,040.00	HR	15.675			16,302			16,302
ZE10	Project Engineer	1.00	1,040.00	MH	82.724	86,033					86,033
ZPM1	Project Manager	0.50	520.00	MH	105.705	54,967					54,967
ZS01	Superintendent	1.00	1,040.00	MH	91.299	94,951					94,951
$276,706.52	20.0000 MH/S		2,600.00	MH	[1014.2]	235,952		40,755			276,707

Cost Report

Activity / Resource	Desc	Quantity Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 7400	CLIENT# = 74		Land Item	SCHEDULE: 1 100						
Description =	CONSTRUCTION OBSERVANCE		Unit = LS	Takeoff Quan: 1.000			Engr Quan: 1.000			
=====> Item Totals: 7400	**- CONSTRUCTION OBSERVANCE**									
$276,706.52	2,600.0000 MH/LS	2,600.00	MH	[131846]	235,952			40,755		**276,707**
276,706.520	1 LS				235,951.52			40,755.00		276,706.52

BID ITEM = 7500	CLIENT# = 75		Land Item	SCHEDULE: 1 100						
Description =	TESTING/QUALITY CONTROL		Unit = LS	Takeoff Quan: 1.000			Engr Quan: 1.000			
970-38	**TESTING/QUALITY CONTROL**		**Quan: 1.00 LS**	**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
										**Unreviewed
4/8 - 6/1 - 1.75 months										
39 shifts @ 10 = 390 hours @ 60 = 23400, say 37,000 for testing & QC Manager/reports										
7QUALITY	Quality Control Sub	1.00	1.00 LS	42,330.000			42,330			42,330
970-38A	**TESTING/QUALITY CONTROL - AC Pavement**		**Quan: 1.00 LS**	**Hrs/Shft: 10.00 Cal: 510 WC: NOUSE**						
										**Unreviewed
Paveco's QC for asphalt										
7QUALITY	Quality Control Sub	1.00	1.00 LS	0.000						
=====> Item Totals: 7500	**- TESTING/QUALITY CONTROL**									
$42,330.00				[ ]			42,330			**42,330**
42,330.000	1 LS						42,330.00			42,330.00

PARENT ITEM = 10000										
Description =	PROJECT INDIRECT COSTS		Unit = LS	Takeoff Quan: 1.000			Engr Quan: 1.000			
Listing of Sub-Biditems of Parent Item 10000:										
BID ITEM = 10010			Land Item	SCHEDULE: 1 100						
Description =	TIME DEPENDENT		Unit = MO	Takeoff Quan: 6.000			Engr Quan: 0.000			
150-00	**Misc. Equipment Costs**		**Quan: 100.00 S**	**Hrs/Shft: 8.00 Cal: 508 WC: NOUSE**						
										**Unreviewed
MIKLEI	(Mod) Klein Tank / Conex	800.00	CH	**Prod: 100.0000 S**			Lab Pcs: 0.00		Eqp Pcs: 5.00	
8YKLEIN	Klein Water Tower	2.00 1,600.00	HR	6.600			10,560			10,560
8YSC	Storage Containers	3.00 2,400.00	HR	0.275			660			660
$11,220.00				[ ]			11,220			11,220
205-10	**GPS Equipment**		**Quan: 100.00 S**	**Hrs/Shft: 8.00 Cal: 508 WC: NOUSE**						
										**Unreviewed
excavation duration + finish grade = total shifts										
MIGPS	(Mod) GPS Equipmnet	800.00	CH	**Prod: 100.0000 S**			Lab Pcs: 0.00		Eqp Pcs: 5.00	
8SRVYBS	GPS Base Station	1.00 800.00	HR	4.400			3,520			3,520
8SRVYMC	GPS Machine Control	2.00 1,600.00	HR	9.350			14,960			14,960
8SRVYRV	GPS Rover	2.00 1,600.00	HR	4.400			7,040			7,040
$25,520.00				[ ]			25,520			25,520
115-00	**Mechanic Lodging**		**Quan: 100.00 S**	**Hrs/Shft: 8.00 Cal: 508 WC: NOUSE**						
										**Unreviewed
Images/Docs Attached										
LA-MEL	Mechanic Lodging	800.00	CH	**Prod: 8.0000 HU**			Lab Pcs: 3.00		Eqp Pcs: 0.00	
AMECHHLD	Mechanic Helper Lodging	1.00 800.00	MH	17.187	13,750					13,750
AMECHLD	Mechanic Lodging	1.00 800.00	MH	17.187	13,750					13,750
AMECHSLD	Mechanic Super Lodging	1.00 800.00	MH	17.187	13,750					13,750
$41,250.00	24.0000 MH/S	2,400.00	MH	[ ]	41,250					41,250

Cost Report

Activity / Resource	Desc	Quantity	Pcs	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 10010				Land Item	SCHEDULE: 1 100						
Description = TIME DEPENDENT					Unit = MO	Takeoff Quan:		6.000	Engr Quan:		0.000
=====> Item Totals: 10010 - TIME DEPENDENT											
$77,990.00	400.0000 MH/MO	2,400.00	MH		[ ]	41,250			36,740		**77,990**
12,998.333	6 MO					6,875.00			6,123.33		12,998.33
BID ITEM = 10020				Land Item	SCHEDULE: 1 100						
Description = NON TIME DEPENDENT					Unit = LS	Takeoff Quan:		1.000	Engr Quan:		0.000
116-00	**Travel Time**				**Quan: 70.00 TRP**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NOUSE**			
											**Unreviewed

```
----------  Travel Time Calc 116-00 ----------

Labor     Description                 Time for Travel (1 way)  Qty Needed  Trips EA (min 2)
LACMN     Laborer, Common             3.00                     6           2                12
LAFM      Laborer, Foreman            3.00                     1           2                2
LAGCK     Laborer, Grade Checker      3.00                     2           2                4
LAMIN     Laborer, Minimum Wage       3.00                     0           2                0
MECH      Mechanic                    3.00                     1           2                2
MECHHELP  Mechanic Helper             3.00                     1           2                2
OPBKH     Operator, Backhoe           3.00                     1           2                2
OPBLD     Operator, Finish Motorgrader 3.00                    3           2                6
OPDZR     Operator, Dozer             3.00                     1           2                2
-------------- End Calculation ---------------
```

LAMIN	==> Laborer, Minimum Wa	1.00	210.00	MH		35.580	7,472				7,472
$7,471.95	3.0000 MH/TRP		210.00	MH		[45.705]	7,472				7,472
155-01	**Fuel Storage Containment**				**Quan: 1.00 EA**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NOUSE**			
											**Unreviewed
ECFCLN	Fuel Containment Liner		2.00	CH	**Prod: 2.0000 HU**		Lab Pcs: 5.00		Eqp Pcs:		1.00
3PFCLNR	Fuel Containment Liner	1.00	2,100.00	SF	0.650		1,365				1,365
8LDGT	JD210 / Case 570 Ganno	1.00	2.00	HR	41.115			82			82
LACMN	Laborer, Common	4.00	8.00	MH	47.731	382					382
OPGEN	Operator, General	1.00	2.00	MH	55.370	111					111
$1,939.81	10.0000 MH/EA		10.00	MH	[265.65]	493	1,365	82			1,940
970-61	**Pothole Exploration**				**Quan: 2.00 S**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NOUSE**			
											**Unreviewed
7POTHOLE	Softdig Services	1.00	16.00	HR	250.000		4,000				4,000
130-00	**Safety and Supplies**				**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NOUSE**			
											**Unreviewed

```
Rate updated 2/24/2021 Based on 2020 regular projects.
```

6*TLB	Misc Supplies / Wireless JC	1.00	957,899.94	TLB$	0.052		49,811				49,811
196-00	**Construction Water**				**Quan: 8,500.00 MG**	**Hrs/Shft: 10.00**	**Cal: 510**	**WC: NOUSE**			
											**Unreviewed
3WTRDONEY	Doney Park Water	1.00	8,500.00	MG	9.700		82,450				82,450
=====> Item Totals: 10020 - NON TIME DEPENDENT											
$145,672.56	220.0000 MH/LS		220.00	MH	[3465]	7,965	137,626	82			**145,673**
145,672.560	1 LS					7,964.54	137,625.80	82.22			145,672.56
					Total of Above Sub-Biditems						
=====> Item Totals: 10000 - PROJECT INDIRECT COSTS											
$223,662.56	**2,620.0000 MH/LS**		**2,620.00**	**MH**	**[3465]**	**49,215**	**137,626**	**36,822**			**223,663**

Activity / Resource	Desc	Quantity Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 10020				Land Item	SCHEDULE: 1 100					
Description =	NON TIME DEPENDENT			Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	0.000	
223,662.560		**1 LS**			**49,214.54**		**137,625.80**	**36,822.22**		**223,662.56**
$**3,897,538.32**	***** Report Totals *****	17,512.00	MH		957,900	96,420	375,430	578,333	1,889,456	**3,897,538**

>>> indicates Non Additive Activity
------Report Notes:------
The estimate was prepared with TAKEOFF Quantities.
This report shows TAKEOFF Quantities with the resources.

'Unreviewed' Activities are marked.

Actual Unit Cost is used, which includes taxes, escalation, etc.

Bid Date: 09/18/23 Owner: City of Flagstaff Engineering Firm: SWI
Estimator-In-Charge: Mike Claflin

JOB NOTES
```
Project Tracking Notes: Estimated date. Update pricing. 2 miles.
************Estimate created on: 12/12/2023 by User#: 103 - Mike Claflin
Source estimate used: J:\HCSS\HEAVYBID\23EST\CINDERLKRDA3
```

* on units of MH indicate average labor unit cost was used rather than base rate.
[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens
In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%
------Calendar Codes------

410	4 X 10 HR WEEK NO OT
508	5 X 8 HR WEEK
509	5 X 9 HR WEEK
51	5-12 Hour shifts
510	**5 x 10 HR WEEK (Default Calendar)**
511	5-11HR Shifts
512	5-12 Hour Shifts
5E8	5 X 8 (Pay 9 - Work 8)
608	6 X 8 HR WEEK
610	6 X 10 HR WEEK
6E8	6 X 8 (Pay 9 - Work 8)

D. SUBQUOTE ANALYSIS

Scope of Work/Subcontractor	Total Bid
Survey	
S3 Southwest Survey Solutions	$69,900.00
QC	
MTI	$42,330.00
Cast-in-Place Concrete	
Rough Rider Concrete	$30,180.00
DBA Construction, Inc.	$49,100.00
Fencing	
LS Fence, LLLP	$113,511.00
Alamo Fence Co., Inc.	$178,950.00
AC Paving	
Paveco, Inc.	$1,326,040.00
Perkins Cinders	$1,566,450.00
Clearing & Grubbing	
Joe Dirt Excavating Inc. **	$72,000.00
Perkins Timber Harvesting LLC	$66,000.00
A&A Cutting	$161,600.00
Asphalt Pulverizing	
Asphalt Busters	$24,065.91
WSP, Inc.	$52,950.50
Signage	
ABBCO Sign Group	$60,738.00
Pavement Markings	
Pavement Markings, Inc.	$46,788.00
Seeding	
Sunwest Golf & Reclamation	$54,000.00
Gallagher Reclamation	$64,476.00
Crushing	
Superstition Crushing	$161,875.00
Corrugated Steel Pipe	
Pacific Corrugated Pipe Company, LLC	$19,065.38
TRM	
Hanes Companies	$4,395.00
Winwater Works	$9,462.00

Chosen Subcontractor/Supplier

**** Joe Dirt Excavating, Inc. is the chosen contractor due to less Traffic Control needs and therefore overall lower cost**

Southwest Survey Solutions LLC
4615 East Warner Road Bldg. A Suite 5
Office: 480-414-4121 Cell: 480-522-6661
Fax: 1-888-870-6203 Email: toddh@s3-az.com

Lump Sum Fee: $69,900

Date: 8/1/2023
Attn: Bidding / Estimate Department

Project Name: **Cinder Lake Landfill Access Road**

Control	• Verify existing control to use for horizontal and vertical alignment as set forth on approved plan sets provided to S3. • Set ½" rebar with crossed lath at various location around perimeter of project for horizontal and vertical control. • Run vertical bench loop from benchmarks provided on approved plan sets and verify accuracy. • Carry site benchmark to all horizontal control points and additional control set by S3. • Prepare control calculations for site coordinate localization.
Rough Grade Roadway/Highway (alignment)	• Provide slope stakes on 100' intervals including PC's, PT's, angle points and grade breaks. • Provide cut sheets identifying stations, offsets and cut/fill.
Clear and Grub Limits	• Set lath at line of sight distances for limits of clearing.
Storm Drain Staking	• Stake storm drain alignment with pre-determined offsets at 50' intervals with grades to pipe invert. • Provide cut sheets identifying stations, offsets and cut/fill. • Stake catch basins, headwalls, manholes and area drains with location and offset per contractor request with rim (and invert) grades.
Rip Rap Layout	• Set flagged nails or hubs at pre-determined offsets to the limits of rip rap.
Wall / Retaining Wall / Fence Staking	▪ Stake alignment with pre-determined offsets at 25' intervals and grade to provided plan elevation (top of wall, top/bottom of footing, etc) ▪ Identify and locate any step in footing provided in plan and profile sheets and grade to top of step and bottom of step.
AB Blue Top Staking	▪ Provide bluetop hubs at 25' intervals/grid including grade breaks and angle points in pavement areas. ▪ AB shall be constructed to +/-0.20' to plan elevation prior to any staking.
Subgrade Blue Top Staking	▪ Provide bluetop hubs at 50' intervals/grid including grade breaks and angle points in pavement areas. ▪ Subgrade shall be constructed to +/-0.20' to plan elevation prior to any staking.
Sign Staking	▪ Provide double offset for location of sign with no grade.
Pavement Striping Layout	▪ Collect and layout striping alignment at 100' intervals. ▪ Collect and layout all stop bars, turn arrows, railroad/school crossing, etc.
Preliminary Site Topo	▪ Topo entire site for quanities.
Final Site Topo	▪ Topo entire site for quanities.
As-builts	▪ After construction, as-built data will be plotted on the city approved plan set on requested media provided by the contractor/owner. The requested media (24x36 bond, mylar or vellum) will be supplied at the contractor/owner expense. ▪ Compilation of required as-builts and proper documentation submitted throughout phasing of construction which requires intermittent as-built documentation. Final as-builts shall be submitted after construction. ▪ To complete as-builts in a timely manner, a 48 hour notice must be provided on any underground utilities prior to back filling. ▪ If as-builts are not collected prior to back filling, S3 is not responsible for any added costs to expose utilities for as-built collection. S3 will mark as-built shots collected by painting the needed shot "pink" for contractors visual verification that the as-built has taken place. ▪ Contractor may as-built underground utilities as long as contractor provides S3 with a copy of "red line plans" for final as-builts. If contractor provides a copy of "red line plans", the final as-built set of plans will reflect this in the signing of the plans for project owner. ▪ If as-built set is not approved after second review, this is considered out of scope work and will be subject to a time and material basis. ▪ On call as-builts and night time as-builts are considered out of scope and subject to time and material basis. ▪ All as-builts will be collected to meet or exceed "NSPS Model Standards".
Office	▪ Southwest Survey Solutions will perform the necessary calculations to stake the project per the plans and coordinate with the contractor to facilitate staking of the project. ▪ Southwest Survey Solutions will analyze all As-staked data from the field crews and compare it to design data to assist in the detection of inconsistencies or errors, and to verify compliance to staking requirements.

All staking tolerances will follow Section D NSPS Model Standards For Construction Layout Surveys

*This project proposal is good for **30** days from the date shown above*

MTI

CONSTRUCTION MATERIAL TESTING & INSPECTION SERVICES

QUALITY CONTROL/ASSURANCE - SPECIAL/THIRD PARTY INSPECTIONS - CIVIL INSPECTIONS - GEOTECHNICAL

Monday, December 18, 2023

Rummel Construction

City of Flagstaff - CMAR - Land Fill

FLAGSTAFF, ARIZONA

PROPOSAL TO PERFORM CONSTRUCTION MATERIAL TESTING (CMT)/QC, SPECIAL/THIRD PARTY INSPECTIONS

Field Services	***Hours***	***Price per Hour***	***Total***
Engineering Field Technician (Soils/Aggregates)	75.0	$75.00	$5,625.00
Engineering Field Technician (Asphaltic Concrete/Chip Seal)	120.0	$75.00	$9,000.00
Engineering Field Technician (Concrete)	2.0	$75.00	$150.00
Core Machine Usage (Includes Technician)	40.0	$165.00	$6,600.00
	Hrs.	***Price per Trip***	***Total***
Trip Charge (per tech/trip)	140.0	$45.00	$6,300.00
Portal-to-Portal (per tech/Hr.)	0.0	$75.00	$0.00
Laboratory Testing	***No. Samples***	***Price per Sample***	***Total***
Proctor ASTM (T99, D698, AZ 225)	6.0	$130.00	$780.00
Atterberg Limits/(T89, D4318-wet prep)	13.0	$105.00	$1,365.00
Sieve Analysis (T27, C136)	13.0	$100.00	$1,300.00
Asphalt Content/Gradation (T308 ,D6307, AZ 427)	15.0	$165.00	$2,475.00
Marshall Density/Unit Weight (T245, D6926, AZ 410)	15.0	$115.00	$1,725.00
M.A. Gradation (AZ201)	15.0	$95.00	$1,425.00
Max. Theoretical Unit Weight/Rice (T209, D2041, AZ 417)	15.0	$160.00	$2,400.00
Fractured/Crushed Faces (T335, D5821, AZ 212)	1.0	$105.00	$105.00
L.A. Abrasion/Abrasion (T96/ASTM C 131)	1.0	$205.00	$205.00
Concrete Compression (C39, C1231)	4.0	$35.00	$140.00
Ignition Oven Calibration* (Contingent)	1.0	$410.00	$410.00
Asphalt Cores, Density, Height (ASTM D 726)	15.0	$35.00	$525.00

Office/Administrative (Includes review and typing of test results, project coordination, review of lab data by project manager).

Project Management	***Hours***	***Price per Hour***	***Total***
	10.0	$130.00	$1,300.00
Data Processing	***Hours***	***Price per Hour***	***Total***
	10.0	$50.00	$500.00

ESTIMATED COST..... **$42,330.00**

Client accepts this bid as contract and agrees to all terms and conditions herien. **SIGNATURE**

All listed laboratory test are per CONTRACTORS QUALITY CONTROL TESTING REQUIREMENTS.
Rates are portal to portal from our Prescott office with no mileage charges or minimum hourly trip charges
Invoices will be submitted monthly and are due upon receipt. Unpaid invoices may/can lead to cessation of our work on a project.
Contractor agrees to pay additional 1.5% per month for every 30 days past invoice due date.

6750 INTER-CAL WAY, SUITE C/D . PRESCOTT, AZ. 86301 . OFFICE: (928) 515.1986 . MTI-AZ.NET . OFFICE.MTI.AZ@GMAIL.COM

BID PROPOSAL

ROUGHRIDER CONCRETE LLC

928-227-7876
BADILLA64@GMAIL.COM

PO BOX 12545
PRESCOTT, ARIZONA
86304

DATE	12-15–2023
LOCATION	
CUSTOMER NAME:	RUMMEL

QUANTITY	DESCRIPTION	PRICE
2	HEADWALL PER MAG DETAIL 501-1, 501-2 U TYPE 4 PIPE	21,830.00
1	CEMEX DELIVERY	1,350.00
1	MOBILIZATION	7,000.00

SUB-TOTAL $	30,180.00
SALES TAX $	0
INVOICE TOTAL $	30,180.00

THANK YOU FOR YOUR BUSINESS!

DBA Construction, Inc.

Date: 12/18/23
Proposal No. RUMML23036

To: Mike Claflin
Rummel Construction
7520 E. Adobe Drive
Scottsdale, AZ 85255

Cinder Lakes Headwalls

DBA Construction proposes (unless otherwise noted) to furnish all labor, equipment, material and incidentals necessary to successfully complete the items listed below. We thank you for the opportunity to provide you with a comprehensive proposal for the above referenced project.

Work Items

NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1.	Mobilization	1	LS	$3,500.00	$ 3,500.00
2.	Construct MAG Type U Headwalls (501-1 & 501-2)	2	EA	$22,800.00	$ 45,600.00
				PROPOSAL TOTAL:	**$ 49,100.00**

Assumptions

Our proposal is based on the assumption that the following conditions exist on the project site:

1. Access to site to be provided for crews and equipment.
2. All traffic control, barricading, flagging of traffic, and/or protection of concrete headwalls during cure period is the responsibility of the General Contractor.
3. General contractor to preform any and all demolition, removals, excavation and/or grading for structures. Finished grade to be +/- 0.04'.
4. All pipe to be cut by pipe contractor to match inside face of wall.

Clarifications

Our proposal requires further clarification on these points in order to be considered:

1. All scheduling contingent upon mutual agreement of Owner and DBA Construction.
2. Concrete to be MAG A, 3000 PSI. Reinforcing steel is to be grade 60.
3. Cost of Payment & Performance Bond and taxes is included.

Exclusions

Our proposal excludes the following items and <u>were not</u> considered during the preparation to this estimate:

1. DBA Construction excludes the cost of any and all utility conflicts, including but not limited to bracing, shoring, relocating, etc.
2. Saw cutting, concrete demolition, concrete or other removals, excavation, grading, backfill, any and all geofabric materials, drain material and/or weep hole material.
3. Construction water, J-johns, quality control material testing, survey, traffic control, barricades, bond, taxes, permits, etc.
4. Bond and taxes not included.

Regards,
Zach Henderson
Estimator

DBA Construction, Inc.
P.O. Box 63035 Phoenix, Arizona 85082-0305 PHONE 602.442.6767 FAX 602.442.0408
www.DBAConstruction.net

LS FENCE, LLLP
PO Box 2369
St. Johns, AZ 85936
Office (928) 337-5042 Fax (928) 337-5043
Email: LSFence@frontiernetnet
AZ Contractors Lic # ROC 195777 & 300629 AZ Utracs # 10652

QUOTE

PROJECT : **CITY OF FLAGSTAFF - CINDER LAKE LANDFILL RD**
PROJECT NO: **FS 6010** **DATE:** **12/14/2023**

Bid item	Description	Quantity	Units	Unit Price	Total
146	Remove & Salvage Forest Service Pipe Gate	1	EA	$200.00	$200.00
147	Remove & Salvage Forest Service Zig Zag Log Fence	250	L.F.	$5.00	$1,250.00
148	Remove & Dispose of existing Forest Service Fence	17,617	L.F.	$1.50	$26,425.50
203	Install ADOT Game Fence	17,726	L.Ft	$4.25	$75,335.50
204	Install Salvaged Forest Service Zig Zag Log Fence	250	L.FT.	$14.00	$3,500.00
206	Install Salvaged Forest Service Pipe Gate	1	EA	$800.00	$800.00
	Mobilization	1	L.SUM	$6,000.00	$6,000.00
			BID TOTAL		$113,511.00

Exclusions: Survey, Clearing, Grubbing & Traffic Control
This price includes all labor and equipment for the above mentioned work.

Eve Patterson
General Partner

AZ Utracs # 10652
CR14 Fencing - AZ ROC # 195777
CR38 Signs - AZ ROC # 300629

ALAMO FENCE CO., INC.

PROPOSAL/CONTRACT

REMIT TO: P.O. BX. 3449 FLAGSTAFF, ARIZONA 86003
PHONE # 928-526-2602 FAX # 928-526-2695
ROC # 218597

DATE:12-15-23

CUSTOMER INFORMATION:
Rummel Construction
7520 E. Adobe Drive
Scottsdale, AZ 85255
480-222-9922

JOB INFORMATION:
Removal and disposal of existing ADOT game fence approximately 17,726' salvaging existing gate, removal and relocating existing wood zig zag fence approximately 250' and installation of new ADOT game fence approximately 17,726'

NOTES:
Mike material and labor to tear out and dispose of existing ADOT game fence approximately 17,726' and salvaging one existing gate. Existing fence will be cut into sections and hauled to city landfill. (quote includes 12 loads to landfill) Also removing and relocating existing Wood zig zag fence approximately 250'. New pins will be added to hold zig zag fence together if needed. Also installing new ADOT game Fence approximately 17,626'. Fence will meet ADOT specs and will have 2 ½"x 2 ½"x ¼" angle iron end, corner, and brace posts all set in Concrete and will have 2"x2"x¼" brace legs also set in concrete brace posts spacings will not exceed more than 650' apart. Fence will also Have T-posts ponded in ground approximately 30" in ground and 16' apart. Fence will have three top strands of 2 point domestic barbed Wire and 1 bottom strand of barless domestic wire, wire will be secured to T-posts using a 12 gauge steel T-post tie wire and spaced to ADOT Specs. There will be three 36" steel stays installed per 16' section and will be bent up per ADOT specs.
*** Removal and disposal of game existing fence $16,670.00
*** Removal and relocating of existing wood zig zag fence $7,280.00
*** Installation of new game fence $155,000.00
TOTAL: $178,950.00 TAX NOT INCLUDED

ANY QUESTIONS PLEASE E-MAIL OR CALL ME.

ALAMO FENCE CO. agrees to guarantee the above fence to be free from defects in materials and workmanship for one year. ALAMO FENCE CO. shall advise the customer as to assumes local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. ALAMO FENCE CO. no responsibility for CC &R's (Codes, Covenants and Restrictions) pertaining to specific subdivisions. ALAMO FENCE CO. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does ALAMO FENCE CO. assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed. This contract doesn't include any grading, surveying, or the removal of any fence or plants, unless specified in writing. ALAMO FENCE CO. will assume the responsibility for having underground public utilities located and marked. However, ALAMO FENCE CO. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing ALAMO FENCE CO. to dig in the immediate vicinity of known utilities. Additional charges for any extra work not covered in this contract that was requested by the customer will be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.

A finance charge of 1 ½ % per month (or a minimum of $1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of ALAMO FENCE CO. until all invoices pertaining to this job are paid in full. Right of access and removal is granted to ALAMO FENCE CO. in the event of non-payment under the terms of this contract. The customer agrees to pay all interest and any costs incurred in the collection of this debt. **ALL PAYMENTS ARE TO BE MADE BY "CASH" OR "CHECK"; if paid for in full by Credit Card, 3% will be added to total Contract.**

>> **NOTE**: **This proposal is valid for _10_ days.**

Approved & Accepted by Customer:

Contract Amount: $178,950.00 _____ Date: _____

Down Payment (1/2): $89,475.00 Joaquin Tapia, Sales, Alamo Fence Co.

Balance Due: $ _____ Date: 12·15·23

IF ACCEPTED, PLEASE CIRCLE DOLLAR AMOUNT, SIGN, DATE & RETURN A COPY W/ DOWN PAYMENT.

December 13, 2023

Mike Claflin
Rummel Construction
7520 E. Adobe Drive
Scottsdale, AZ 85255

PROJECT:	**Cinder Lake Landfill Access Road**
PROJECT NO:	**NA**
OWNER:	**City of Flagstaff**

Re: **Revised Proposal #2**

Please find enclosed the Proposal for the above referenced project.

Please review and sign if accepted and return to our office. Please do not hesitate to contact me directly should you have any comments, questions, or concerns. Thank you.

Respectfully,

Steven A. Combs, President
Paveco Inc.

SC/ngc

cc: Proposal File

Mailing Address: P.O. Box 1067, Sun City, AZ 85372 • Physical Address: 2801 S. 49th Ave., Phoenix, AZ 85043
Phone: (602) 288-8273 • Fax: (602) 296-7422 • Arizona Contractors License No. 280607 A

PAVECO .inc.

REVISED PROPOSAL

Date: December 13, 2023

TO: Rummel Construction **mclaflin@rummelconstruction.com**

PROJECT: **Cinder Lake Landfill Access Road**
PROJECT NO: **NA**
OWNER: **City of Flagstaff**

ITEM	DESCRIPTION		QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	±	1	LS	$25,000.00	$25,000.00
2	Construct Asphalt Pavement 4" Thick	±	32526	SY	$40.00	$1,301,040.00
					TOTAL	$1,326,040.00

_1_ Mobilization included, additional mobilizations at $10,000.00 Each.

NOTES:

1. **Prices are good until June 30, 2024 after that date prices to be renegotiated.**
2. **Asphalt to be ¾" RAP mix with PG 58-28 oil.**
3. **No AB included in above price.**

***No Retention to be withheld /Payment Due Upon Receipt of Invoice / Quote Good for 15 Days**

Accepted by: _____ **Date:** _____

Mailing Address: P.O. Box 1067, Sun City, AZ 85372 • Physical Address: 2801 S. 49th Ave., Phoenix, AZ 85043
Phone: (602) 288-8273 • Fax: (602) 296-7422 • Arizona Contractors License No. 280607 A

PAVECO INC.
PROPOSAL
(Continued)

NOTES:

1. Quantities are estimated only and payment shall be based and paid upon the actual field measurements or placed quantities of work performed at the specified unit prices as accepted, unless the words "lump sum (LS)" appears below Unit for an item of work. Any adjustment of 10% or more for any line item quantities will require renegotiation of prices.
2. **Prices Contingent upon availability of all commodities. Due to market conditions Paveco inc. shall not be responsible for any delays whatsoever caused by or related to unavailability of materials required for Paveco's scope of work. Paveco Inc. shall be entitles to an extension of contract time due to an unavailability of materials.**
3. Quote must be accepted within 15 days of submittal.
4. All commodity increases will be the responsibility of the General Contractor/Owner.
5. The said proposal is and will become an integral part of any and all contracts, purchase orders or subcontract agreements as entered into Paveco Inc.
6. All paving related bonus/penalty to become the property of Paveco Inc.
7. All bituminous price adjustment to become the property of Paveco Inc.
8. Acceptance (Authorized Signature Required) is mandatory prior to any work commencing.
9. All additional mobilizations are to be paid as noted.
10. All cancellations of paving require a 48 hour (forty-eight) minimum notification if cancelled after minimum required notice a four (4) hour minimum to be billed at $750/hour or $3,000 total, additionally any mobilizations for cancelled paving will be paid at $600/load or $3,000 for full paving spread.
11. Paveco Inc. is not to be held liable for any failures due to asphalt mix related issues (low or high mix voids)(gradation)(oil content)(delivery temperature).
12. Compaction of AC is performed at the direction of the Owner or Owner's quality control representative.
13. Paveco Inc. assumes no responsibility for AC thickness deficiencies if grade is not constructed by Paveco Inc.
14. All delay standby cost will be at $750.00/hr for any and all delays incurred during paving.
15. All hourly cost for paving overtime will be an additional $510.00/hr for over 8 hours, Monday through Friday and all work performed on Saturday and Sunday.
16. Acceptance (Authorized Signature Required) is mandatory prior to any work commencing.

Exclusions are checked below:

(X) Bond	(X) ABC Yield on Existing Grade	(X) Subgrade to within +/- .10
(X) Ingress/Egress	(X) Traffic Control/Flagging	(X) Haul Unit Stand By Cost
(X) Sweeping	(X) Materials Testing	(X) Mix Designs
(X) Subgrade Prep	(X) Night Paving Lighting	(X) Tribal Taxes
( ) Tack	(X) Tack Application	(X) Bumper Blocks
(X) Permits	(X) Engineering	(X) Striping
(X) PCCP Yield	( ) Hauling of Material	(X) Sales Tax
(X) Wire Control Paving	(X) Quality Control	(X) Survey
(X) AC Yield on SY Placements	(X) Escort Vehicles	(X) Slurry seal
( ) Material for Maricopa Edges	(X) Environmental Insurances	(X) Microseal
( ) AC Material	(X) Water Source/Stand Tank/Water to Rollers	(X) Crackseal
(X) ABC Material	(X) Any and All grading	(X) Milling

Accepted by: _____ **Date:** _____

Mailing Address: P.O. Box 1067, Sun City, AZ 85372 • Physical Address: 2801 S. 49th Ave., Phoenix, AZ 85043
Phone: (602) 288-8273 • Fax: (602) 296-7422 • Arizona Contractors License No. 280607 A



Rummel - Cinder Lake Landfill Road Paving
Proposal Revised 1

1950 E. Adams, Suite C Show Low, AZ 85901
(928) 537-2008 Fax (928) 537-2912 Email: office@perkinscinders.com

Proposal Submitted to: **Rummel ATTN: Mike Claflin**	**Date:** **12/15/2023**	**Bid #** **B.23.505**
Street: **7520 E. Adobe Drive**	**Phone:**	**Cell Phone:** **480-222-9922**
City, State, and Zip: **Scottsdale, AZ 85255**	**Email:** mclaflin@rummelconstruction.com	
Job Location: Intersection of SR89 and Cinder Lake Landfill Road Flagstaff, AZ		
We hereby submit specifications and estimates for:		

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization/Travel/Perdium	1	LS		$ 60,050.00
2	Provide and place 3/4'' asphalt 4'' deep	32,526	SY		$ 1,506,400.00

Subtotal:	**$ 1,566,450.00**
5.967% Sales Tax:	**Exempt**
Total:	**$ 1,566,450.00**

Exclusions and Conditions:
* Due to the volatility of fuel and oil, prices are subject to change.
* Price does not include any permits, engineering or compaction testing.
* Not responsible for any bonding that may be required.
* Due to the nature of the job and the fact that heavy equipment or dump trucks may have to drive across existing concrete slabs, sidewalks, curbs or asphalt Perkins Cinders, Inc. will not be responsible for any damage that may occur.
* Any ADOT right of way construction signage to be done by others.
* Any construction, vehicle or pedestrian warning construction signage or temporary construction fencing is to be installed by others.
* Price does not include any manhole, water valve boxes or any other utility adjustments.
* Price does not include any prime coat, tack coat, seal coat or weed killer on the asphalt.
* Grade that is to be paved must be within + or - one quarter of an inch of the plans or specs. Any grade work that is too deep requiring extra asphalt may be billed extra.
* Price does not include any necessary traffic control, escort vehicles or flaggers.
* All necessary survey, grade, layout and elevation stakes are to be provided by others.
* All necessary material testing is to be done and paid for by buyer/owner.
* All necessary sanitary facilities such as port-a-johns to be provided by others.
* Payment with a credit card for this project will result in an additional fee of 3% for processing.
* Asphalt to be placed in one 4'' lift.

We propose hereby to furnish material and labor-completion in accordance with the above specifications for the sum of:

One million, five hundred sixty six thousand, four hundred fifty dollars and no cents $ 1,566,450.00

Payment to be made as follows: Upon approved credit or half down with Perkins Cinders, Inc.
Payment due for work done on a monthly billing cycle.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature Brandon Parker

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:_____ Date of Acceptance:_____

Joe Dirt Excavating Inc
P O Box 3614
Flagstaff, AZ 86003
Phone: (928) 526-6908

Proposal - Contract

Bid Date
09/06/2023

Bill To: Rummel Construction, Inc.
7520 E. Adobe Drive
Scottsdale, AZ 85255

Re: Tree/Stump Removal
Cinder Lake - Landfill Rd
Flagstaff, AZ

Description	Quantity	U/M	Unit Price	Extended Price
Remove trees and stumps along Landfill Road as indicated by plans, grind stumps and/or haul stumps to landfill.	1.0000	LS	72,000.000000	72,000.00

Contingencies: Contractor not responsible for damage to unmarked existing underground utilities. Any permits, traffic control and related materials to be furnished by other. Sales tax not included, please provide Tax Exempt Certificate (Form 5000). Contractor reserves the right to stop work due to adverse weather conditions.

Subtotal	$	72,000.00
Sales Tax (if applicable)	$	.00
Total Due	**$**	**72,000.00**

From: jamesperki9@aol.com
To: Mike Claflin
Subject: Perkins Timber Harvesting LLC Bid on Cinder Lake Landfill
Date: Thursday, December 14, 2023 5:41:12 PM

To Mike Claflin
Rummel Construction

Re: Bid for tree removal for Cinder Lake Access Road -GMP No.1

From James Perkins
President
Perkins Timber Harvesting LLC

Description on work
Removal and disposal of approximately 440 trees from the Right of way and all stumps and slash must be chipped and hauled to the Cinder Lake Landfill Flagstaff AZ
All logs will be hauled to Perkins Natural Resources LLC WIlliams AZ

Grubbing and clearing of all designated trees
Grinding and removal of all slash and stumps
Mobe and Demobe of all equipment

Timeline to do the job is 2 weeks from start to finish.

Total Bid
$66,000

James Perkins

Fwd: Trees at Cinder Lakes Landfill Access Rd. A & A Estimate

Aaron Saxton <aaron.aacuttingllc@gmail.com>
Wed 12/13/2023 1:45 PM
To:Mike Claflin <udubber@hotmail.com>

Sent from my iPad

Begin forwarded message:

From: Aaron Saxton <aaron.aacuttingllc@gmail.com>
Date: December 13, 2023 at 1:42:16 PM MST
To: mclaflin@rummelconstruction.com
Subject: Fwd: Trees at Cinder Lakes Landfill Access Rd. A & A Estimate

Sent from my iPad

Begin forwarded message:

From: Aaron Saxton <aaron.aacuttingllc@gmail.com>
Date: December 13, 2023 at 1:38:33 PM MST
To: mclaflin@rummelconstruction.com
Subject: Trees at Cinder Lakes Landfill Access Rd. A & A Estimate

Hi Mike,
Thanks for letting me take a look at the trees for the Cinder Lakes Landfill Rd. Thanks also for your time on the phone. There is an estimate below. For traffic control, we would really only need to close one lane at a time for about a 200' length. Please call with any questions at all.

Thanks a bunch!
Aaron Saxton
A & A Cutting
928-853-6733
Aaron.aacuttingllc@gmail.com

Estimate for work at Cinder Lakes Landfill Access Rd.
C/O
Rummel Construction
Mike
602-663-2039

1) Remove blue flagged Pines, chip waste, deliver wood chips to the Cinder Lakes Landfill, leave logs larger than 12" diameter in 10' lengths, leave stumps.

2) Load and remove logs from #1. Deliver logs to community firewood giveaway site. Grub stumps from #1, load and remove stumps. Process stumps off site. Do not bring stumps or logs to landfill.

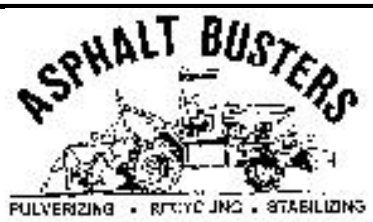
$161,600.00

Certificates of Insurance for WC, liability and auto, and W-9 available on request and before start of job.

Traffic control: we would need a mobile, 200 foot long, one-lane closure.

Thanks!
Aaron

Sent from my iPad



801 South 71st Avenue
Phoenix, AZ 85043
Phone: (623) 936-8800
FAX: (623) 936-8810
ROC 327820

Bid Prepared For:

Company Name Rummel Construction, Inc.
Company Address 7520 East Adobe Dr.
City/State/Zip Code Scottsdale , AZ 85255
Contact Name Mike Claflin
Phone 480-222-9922 **Fax** 480-222-9923

Project Information:

Project Name Cinder Lake Landfill
Type Pulverizing-Roadway
Project Location SR89 and Cinder Lake Landfill Road, Flagstaff AZ
Area 32,967 SY **Depth** 6” AC / 6” AB
Certified Payroll No **# of Mobilizations** One
Project Description Pulverize a roadway to full depth and leave material in place. Minimum width of cut 8’. Machine will blend to a total depth of 12” deep, (6” AC and 6”AB). Add $0.13 cents per SY for each additional inch of AC over 3” thick. Maximum thickness is 10” thick AC. Processing of loose chunks if not included in the bid to be billed at $400/hr. It is the intent for AB to produce a product that will pass a 2” sieve, gradation guarantee is specifically excluded. Price is based on the quantity above to be completed in 7 shifts. A minimum billing quantity of 32,600 SY will apply.

Bid Information:

Prepared by Kim Crenshaw **Date** 12/15/2023 **Bid #** 27819
Bid Total $24,065.91 **Unit Price** $0.73 per SY

Exclusions: Location of any work obstructions i.e. existing utilities, water valves, manhole covers, survey monuments, etc. must be located and marked. Damage to machine and all utilities due to unmarked obstructions or rocks over 2” in diameter is the customers responsibility. **All work is performed at the customer’s directions and the customer assumes all responsibility for adding Asphalt Busters to their Blue Stake and Dust Control Permits.**

Water of any kind including dust control, barricades, traffic control, covered parking, retention money, bonds, permits and sales tax.

Pricing good for work completed in 3 months of bid if accepted within 30 days

The above quote is satisfactory and is hereby accepted:

Name:_____Date:_____

Signature:_____

Purchase Order No.:_____

From: Brian Gallimore
To: Mike Claflin; Brandon@wspinc.net
Subject: RE: Cinder Lake Landfill Access Road - Flagstaff
Date: Monday, July 31, 2023 11:12:56 AM
Attachments: image001.png

Mill and haul 6" to Landfill - $ 2.89 sy Mobs - $ 6500 each

Pulverize 6" ac into 6" abc - $ 1.50 sy Mobs - $ 3500 each

Thanks

Thank You,
Brian Gallimore
President
WSP, Inc.
7777 N. 70th Avenue | Glendale, AZ 85303
O: 623-434-5050 F: 623-434-5059

From: Mike Claflin <mclaflin@rummelconstruction.com>
Sent: Wednesday, July 26, 2023 8:52 AM
To: Brian Gallimore <bgallimore@wspinc.net>; Brandon@wspinc.net
Subject: RE: Cinder Lake Landfill Access Road - Flagstaff

Brian,

Approximately 24'. Two 12' lanes.

Mike Claflin
Estimator | Rummel Construction, Inc.
main: 480.222.9922 ext. 506 | mobile: 602.663.2039

From: Brian Gallimore <bgallimore@wspinc.net>
Sent: Wednesday, July 26, 2023 8:50 AM
To: Mike Claflin <mclaflin@rummelconstruction.com>; Brandon@wspinc.net
Subject: Re: Cinder Lake Landfill Access Road - Flagstaff

Mike how wide is road pavement that we are milling ?

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Mike Claflin <mclaflin@rummelconstruction.com>
Sent: Wednesday, July 26, 2023 8:31:13 AM
To: Brian Gallimore <bgallimore@wspinc.net>; Brandon@wspinc.net <Brandon@wspinc.net>
Subject: Cinder Lake Landfill Access Road - Flagstaff

Brian,

We're are pricing the improvements to the Cinder Lake Landfill access road under a CMAR project. One of the bid items is to remove the existing AC Pavement. Can you give me a price to mill 6" and haul the millings to the landfill?
The road is just over 2 miles long and ends at the landfill. It is just a 2-lane road and will be under piloted traffic during that operation. Can you mill into a truck in front of or behind your milling machine? Secondly, what would be the overall duration.

Remove AC Pavement 32,967 SY

As an alternate I'd like a price to pulverize the existing 6" of AC into the existing 6" of AB.

Regards,

Mike Claflin
Estimator | Rummel Construction, Inc.
7520 E. Adobe Drive | Scottsdale, AZ 85255
main: 480.222.9922 ext. 506 | mobile: 602.663.2039 | fax: 480.222.9923
AZ License # ROC114845 | ROC114846

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abbco Sign Group

Quote

To: Estimating

Project Name: City of Flagstaff
Project No.: FR 6010
Location: Landfill Rd
COF No: 16040

Bid Date 12/15/2023
ROC 252365

Item No. & Description	Unit	Quantity	Unit Price	Total
1 MOBILIZATION	Each	2	1,521.00	3,042.00
8 REMOVE AND SALVAGE EXISTING SIGN	Each	38	217.00	8,246.00
9 REMOVE AND SALVAGE EXISTING CULVERT MARKER	Each	8	217.00	1,736.00
10 REMOVE AND SALVAGE EXISTING POST MOUNTED REFLECTORS	L Sum	1	445.00	445.00
11 REMOVE AND SALVAGE EXISTING GAS LINE MARKER	Each	3	217.00	651.00
29 INSTALL SALVAGED CULVERT DELINEATOR	Each	12	663.00	7,956.00
30 INSTALL SALVAGED LANDFILL SIGN	Each	2	663.00	1,326.00
31 INSTALL SALVAGED FOREST SERVICE SIGN	Each	1	663.00	663.00
32 INSTALL SALVAGED GAS LINE MARKER	Each	2	663.00	1,326.00
33 INSTALL STOP SIGN	Each	1	754.00	754.00
34 INSTALL NO PASSING SIGN	Each	1	754.00	754.00
35 INSTALL 15 MPH SPEED LIMIT SIGN	Each	1	754.00	754.00
36 INSTALL 25 MPH SPEED LIMIT SIGN	Each	4	754.00	3,016.00
37 INSTALL STOP AHEAD SIGN	Each	1	754.00	754.00
38 INSTALL LEFT TURN SIGN	Each	3	754.00	2,262.00
39 INSTALL RIGHT TURN SIGN	Each	3	754.00	2,262.00
40 INSTALL LEFT CURVE SIGN	Each	2	754.00	1,508.00
41 INSTALL RIGHT CURVE SIGN	Each	2	754.00	1,508.00
42 INSTALL CHEVRON SIGN	Each	22	754.00	16,588.00
43 INSTALL DO NOT ENTER WHEN FLOODED SIGN	Each	2	754.00	1,508.00
44 INSTALL SALVAGED NO DUMPING SIGN	Each	1	663.00	663.00
45 INSTALL REVERSE TURN SIGN	Each	2	754.00	1,508.00
46 INSTALL REDUCED SPEED LIMIT AHEAD SIGN	Each	1	754.00	754.00
47 INSTALL KEEP RIGHT SIGN	Each	1	754.00	754.00
			Total	**60,738.00**

Stipulations and Exclusions:

This estimate includes labor, equipment, and materials necessary for the removal and installation of the items noted above.

Job was estimated per specifications.

This bid is valid for 120 days from the bid date.

Finished elevations must be completed before sign installation activities begin.

This bid excludes all costs related to bonding, traffic control, access to foundations, repairing unmarked underground utilities, repairing recently installed unmarked underground utilities, excess insurance, surveying, taxes, and permits.

Randy Abbott
abbco Sign Group
8557 W. Potter Dr
Peoria, AZ 85382

Ph 602-799-8285

abbco@cox.net

PMI
Pavement Marking, LLC
1001 S. 54th Avenue • Phoenix, AZ 85043 • (480) 598-0872

To:	Estimating Dept.	**Contact:**	Jeff Sarpy
Address:	Phoenix, AZ	**Phone:**	
		Fax:	
Project Name:	Landfill Road Roadway Improvement Project	**Bid Number:**	230782
Project Location:	FR 6010, Flagstaff, AZ	**Bid Date:**	12/19/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
NPI-1	4" Double Yellow Centerline Paint Per ADOT 708	11,033.00	LF	$0.36	$3,971.88
NPI-2	4" White Edge Line Paint Per ADOT 708	21,655.00	LF	$0.18	$3,897.90
NPI-3	Transverse Paint 4" Equiv. - Per ADOT 708	117.00	LF	$0.75	$87.75
NPI-4	Preformed Transverse Marking, Type IV - 4" Equiv. Per ADOT 705	117.00	LF	$3.50	$409.50
27	Install 4" Double Yellow Centerline Epoxy Per ADOT 709	11,033.00	LF	$1.30	$14,342.90
28	Install 4" White Edge Line Epoxy Per ADOT 709	21,655.00	LF	$0.65	$14,075.75
9999	Mobilization	2.00	EACH	$3,500.00	$7,000.00
			Total Bid Price:		**$43,785.68**

Notes:

- Our Quotation Excludes the Following: Survey, Sweeping, Stripe Obliteration, Seal Coat for Stripe Obliteration, Traffic Control, Sales Tax, Permits, Bond, As-Built Drawings, Removal/ Disposal of Lead or Abestos Based Striping. Contractor to supply water and debris dump location on jobsite.
- Striping survey is required per ADOT Specification 925-3. Payment Terms Net 30 Days/ A minimum of 14 days notice required prior to starting work.
- 1 Paint and 1 Final markings mobilization included. Any Additional mobilizations will be billed at unit rate above.
- This quote excludes any project management/ billing website fees (i.e. Textura)
- Bond Rate: $15.00/ $1000.00 (Minimum $100.00)

- Pavement Marking License Number: 280635
- Quantities shown are estimates only. Actual quantities installed will be used for billing.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **PMI AZ** **Authorized Signature:** _____ **Estimator:** Jeff Sarpy (602) 769-5076 jeff.sarpy@pmiaz.com

12/19/2023 1:24:10 PM

Page 1 of 1

SunWest Golf & Reclamation

P.O. Box 12070. Casa Grande. AZ 85230 Phone: (520) 426-1911 Fax: (520)426-1915

Co: Rummel Construction, Inc.

Attn: Mike Claflin **Ph:**

Re: Cinder Lake Landfill **Pages:** 1

From: Roby Everhart **Date:** 12-19-23

Urgent **X** **For Review** **Please Comment** **Please Reply** **Please Recycle**

This bid is subject to the terms and conditions set forth in our credit agreement, which is either attached or may be provided upon request. It is also based on our standard insurance coverage. Additional coverage may increase costs. SunWest is pleased to submit this bid for your consideration.

PRICE QUOTE

Project: Cinder Lake Landfill Entry Road

Item – Hydroseeding

Price - $3000.00 per acre

Seed Mix @ 1.5 times prescribed rate. Mulch cover to last 9 months.
One mobilization included
Water and Source to be supplied near site
Does not include Soil prep

We appreciate your business!

Accepted by: _____ **Date:** _____

AZ Contractor's License # 120936 Utah Contractor's License # 98-363267-5501 Nevada

CONFIDENTIAL

Gallagher Reclamation, LLC

3672 South Martingale Rd.
Gilbert, AZ. 85297
480-248-5574
gallagherreclamation@gmail.com

Seeding and Erosion Control
AZ ROC #301118

QUOTE

Quote# 23-63

Date:	December 18, 2023
Submitted by:	Dan Gallagher
Attention:	Estimating
Project:	SR 89 Cinder Lake Landfill Road Improvements
Project No.:	
Bid Date:	December 18, 2023

Item No.	Description	Unit	Quantity	Unit Price	Total Price
1	Hydroseed (Forest Service Mix)	AC	9.00	3,457.000	$ 31,113.00
	*Additional Mobilizations	EA	1.00	1,125.00	$ 1,125.00
				Total Bid	**$ 32,238.00**

FOR QUESTIONS REGARDING THIS QUOTE OR TO SEPARATE ANY BID ITEMS OUT OF THE QUOTE PLEASE CALL (480)248-5574

Notes, Terms and Exclusions:

All measurements to be verified in the field — Quoted price valid for 30 days

Payment Terms: 100% contract price upon completion, less retention as specified by owner

Permits:	None	Mobilization:	1
Dust Control:	None	Grading:	Subgrade by others + or - 1/10'
Rock Removal:	None	Water:	To be provided by others
Soil Testing:	None	Water Source:	To be located within 1 mile of job site
Lot Clearance (debris):	None	Watering:	None
Temporary Irrigation:	None	Topsoil:	None
Hand Raking:	None	Traffic Control:	To be provided by others
Surveying:	None	Warranty:	None
Seeding Establishment:	None	Maintenance:	None
Crust Breaking:	None	Tillage	None
Sales Tax:	None	Excess Liability Insurance:	None
Bonds:	None	GL Umbrella Insurance:	None
		Includes Per Vailing wage	Yes

Superstition Crushing LLC.

Job Quote

Customer Information

Customer: Rummel Construction
Contact: Mike Claflin
Phone: 602.663.2039
Fax:
Email: mclaflin@rummelconstruction.com

Job Information

Job Location: Flagstaff Landfill
Bid Date: April 27, 2023
Start Date: Unknown

Material	Quantity Bid US Tons	Price Per Ton
1" Minus	44,000	$7.00
MAG Spec ABC	14,000	$8.75

Mobilization: $35,000.00

Contractor Responsibilities

- Water Dust Control (To Tank)
- Provide Adequate Stockpile Area
- Provide Adequate Space for Plant
- Quality Control
- Dozer to Push Material to Site

Notes/Comments: Oversize material disposal will need to be discussed. Price is based on fuel cost of $3.50/gallon. Each Addtiional dime increase on fuel will result in $.02 increase in material price. Price is a budgetary number and subject to final approval.

3914 East Presidio Street - Mesa, Arizona 85215
Phone - (480) 833-8933 Fax - (480) 962-5467

PACIFIC CORRUGATED PIPE COMPANY, LLC®

SALES QUOTE SQ2304677

Page: 1

Sales Quote Date: 12/14/2023
Expiration Date 1/14/2024

CSP HDPE SRP + Accessories

Project Name CINDER LAKE LANDFILL
Bid Date 12/14/2023
Contract No.
Customer No. **C32310**

SalesPerson Mark O'Connor
Quote Contact REBECCA TROELL

Ship Via Flatbed

Sold To: RUMMEL CONSTRUCTION, INC
7520 E ADOBE DRIVE
MIKE CLAFLIN
Ph: 480-222-9922 Fax:

Ship To: RUMMEL CONSTRUCTION, INC
FLAGSTAFF

	Description	Quantity	Length	Unit	Unit Price	Total Price
01	24" Galv CSP 14ga 4X40'	160	01LF	Each	39.41	6,305.76
02	24" Galv Reroll Band w/Gasket	4		Each	68.97	275.87
03	18" Galv CSP 14ga 50',48',47',30',68',52'	295	01LF	Each	30.02	8,857.08
04	18" Galv Reroll Band w/Gasket	12		Each	57.41	688.93
05	18" Galv End Section W/Strap 59"	12		Each	161.48	1,937.74
05	Outbound Freight Charge	1		Each	1,000.00	1,000.00

Subtotal:	**19,065.38**
Invoice	0.00
Total Sales Tax:	0.00
Total:	**19,065.38**

Proposal Accepted By:

Signature (Prepared by) **Signature** **Date**

PCP - Casa Grande
3307 W Highway 84 Casa Grande AZ 85193 Ph: 800.822.1770 Fax: 520.426.3988
arizona@pcpipe.com

Buyer hereby acknowledges and agrees that:
(1) Seller's Terms and Conditions of Sale are located at https://pcpipe.com/wp-content/uploads/2019/07/Terms_and_Conditions.html and are expressly incorporated herein by reference; (2) all of the goods sold pursuant to this Sales Quote are exclusively subject to Seller's Terms and Conditions of Sale, together with any Terms and Conditions of Sale in Buyer's Credit Application and Master Sales Agreement; and (3) Buyer agrees that any and all terms or conditions at variance with, different from or in addition to Seller's Terms and Conditions of Sale do not apply whatsoever to the goods sold pursuant to this Sales Quote or any other sale by Seller to Buyer.

The steel and plastic industries have put their customers on allocation which is limiting the amount of material we are all receiving. These unprecedented limitations can cause extended lead times in our production. So, it is important that you contact your local sales representative for our estimated lead time and finalized pricing prior to submitting your purchase order.

From: Bill Lynch
To: Mike Claflin
Subject: RE: [EXTERNAL]TRM quote
Date: Thursday, December 14, 2023 9:50:54 AM
Attachments: LANDLOK 450 PDS.pdf

Hey Mike,
Sorry for the delay.
This will exceed that spec.
Landlok 450. 8'x140' rolls. 124SY.
$310 per roll

Your guys like the pins with washers to pin it down. 6 boxes at $75 per box.

Delivered to Flag

Merry Christmas.

Bill

From: Mike Claflin <mclaflin@rummelconstruction.com>
Sent: Tuesday, December 12, 2023 3:43 PM
To: Bill Lynch <bill.lynch@hanescompanies.com>
Subject: [EXTERNAL]TRM quote

Bill,

We have a CMAR project with the city of Flagstaff to reconstruct the access road going into the city's landfill. The engineer has changed a detail from soil cement to TRM. The bid quantity is 665 SY and it's to meet FHWA Type 5.C TRM specs. Can you provide me a quote and a spec sheet/typical roll sizes? I'll assume about 25% waste (anchor trench, overlap, etc.), so quote would be for probably 850 SY.

Regards

Mike Claflin
Estimator | Rummel Construction, Inc.
7520 E. Adobe Drive | Scottsdale, AZ 85255
main: 480.222.9922 ext. 506 | mobile: 602.663.2039 | fax: 480.222.9923
AZ License # ROC114845 | ROC114846

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Winwater OF PHOENIX
WATER • SEWER • STORM

11051 N 132ND AVE
SURPRISE, AZ 85379

PHONE (623) 536-6192
FAX (623) 536-9307

Job Name
TRM Flagstaff Rummel

Quote No.	Date	Page
0030144	12/14/23	1
Expiration Date		1/12/24
Revised Date		12/14/23
Bid Due Date		12/13/23

Quoted To Customer
*** BIDDING CONTRACTOR *** 11051 N 132ND AVE SURPRISE, AZ 85379-3335 Phone (999) 999-9999 Fax

Quoted By
Greg Blissenbach glblissenbach@winwaterworks.com (623) 536-6192

Customer	Payment Terms	Quoted To	Salesperson	FOB
001487	NET 30	Greg Blissenbach	HOUSE ACCOUNT	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
2.0	15	MACMAT R1 055 GREEN OR TAN 6.56X82'=59.8'	318.0000		4770.00
		SUBTOTAL			**4770.00**
4.0	2	STAPLES FOR MACMAT	168.0000		336.00
		SUBTOTAL			**336.00**
		****** FREIGHT ******			
8.0	1	TRUCK LOAD TO JOB SITE	1420.0000		1420.00

Tax Area Id	Net Sales	6,526.00
030130700	Freight	.00
	Tax	.00
	Quotation Total	6,526.00

United States Department of Agriculture **Forest Service** **Coconino National Forest Supervisor's Office**

1824 South Thompson Street
Flagstaff, AZ 86001
928-527-3600
Fax: 928-527-3620

File Code: 1950; 2700
Date: October 25, 2022

Dear friends and neighbors,

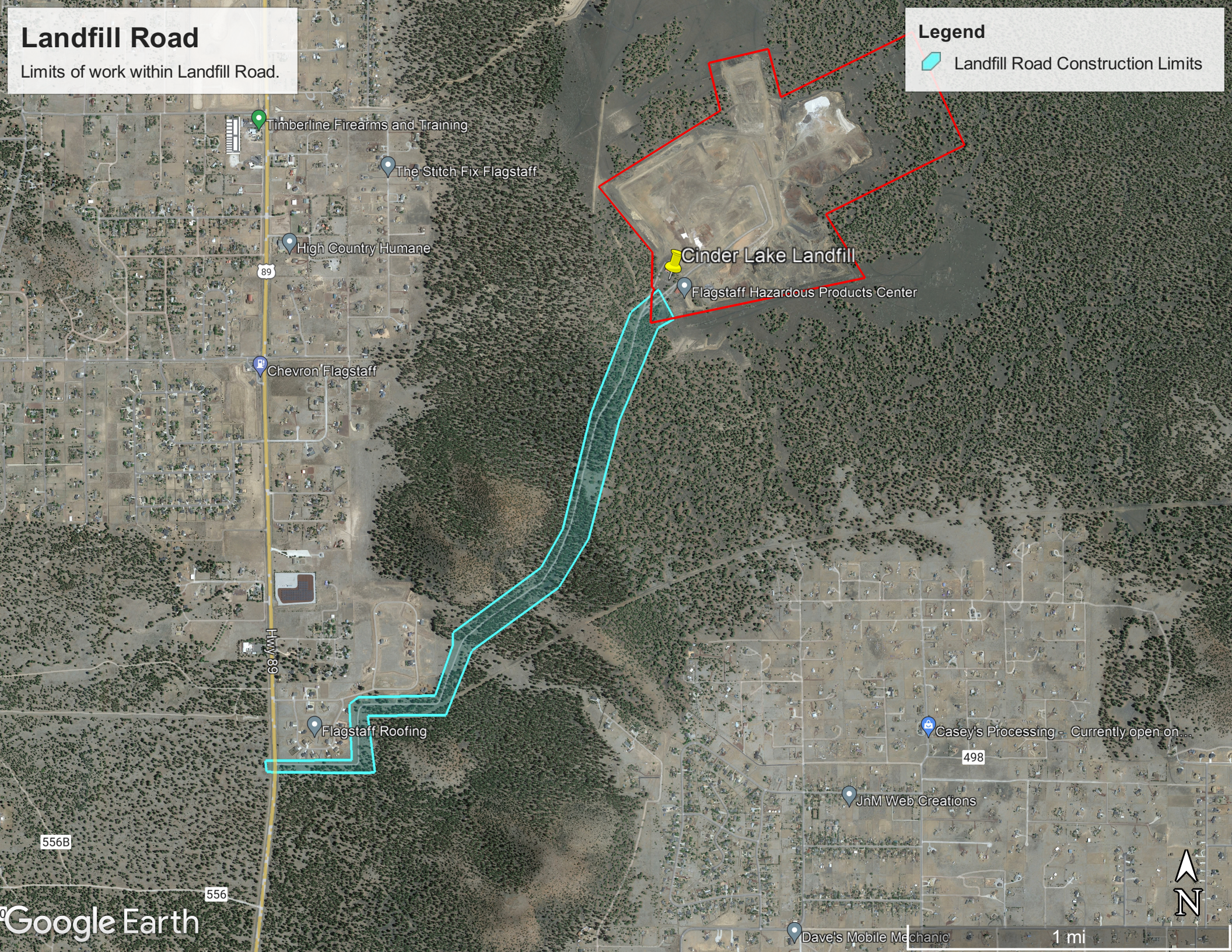
This letter is to inform you that I recently signed the decision authorizing an easement for safety and infrastructure improvements on the Cinder Lake Landfill Road, which is under permit to the City of Flagstaff. I feel this decision was necessary to maintain safe access to the landfill and allows for access to electricity and water, which will improve surrounding air quality and landfill operations.

For more project documents and information, please visit the project webpage: https://www.fs.usda.gov/project/?project=57978

Sincerely,

LESLEY YEN
Acting Forest Supervisor

cc: Deirdre Marx


Landfill Road
Limits of work within Landfill Road.
Legend
Landfill Road Construction Limits
Timberline Firearms and Training
The Stitch Fix Flagstaff
High Country Humane
89
Cinder Lake Landfill
Flagstaff Hazardous Products Center
Chevron Flagstaff
Hwy 89
Flagstaff Roofing
Casey's Processing - Currently open on...
498
JnM Web Creations
556B
556
Dave's Mobile Mechanic
Google Earth
1 mi
N

United States Department of Agriculture
Forest Service

SPECIAL USE PERMIT

Act of June 4, 1897, or February 15, 1901
This permit is revocable and nontransferable

NAME OF PERMITTEE	KIND OF USE
City of Flagstaff	Refuse & Storage Yard
DATE OF PERMIT	FILE CODE
12-10-63	2710

REGION	STATE	FOREST	RANGER DISTRICT
3	Arizona	Coconino	Elden

Permission is hereby granted to The City of Flagstaff,

of City Hall, Flagstaff, Arizona,
hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements:

an area containing approximately 29 acres in the center of the NW¼ Section 11, Township 22 North, Range 8 East, Gila and Salt River Base and Meridian; and a strip of land containing approximately 17 acres (sixty (60) feet wide and 12,400 feet in length) through Sections 10, 11, 15 & 22, Township 22 North, Range 8 East, Gila and Salt River Base and Meridian. See attached plats, surveyed and drawn by City of Flagstaff-City Engineering Department.

This permit covers 46 acres ~~and~~ ~~rods~~ and is issued for the purpose of:

Construction, operation, and maintenance of a Sanitary Landfill site and Access Road.

The exercise of any of the privileges granted hereby constitutes acceptance of all the conditions of this permit.

1. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of No Charge. Reg. U-11 Dollars ($ ---) for the period from --- 19--, to -- , 19 0--, and thereafter annually on --
-- Dollars ($ --):
Provided, however, Charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of use authorized by this permit.

2. Construction or occupancy and use under this permit shall begin within 1 months, and construction, if any, shall be completed within 3 months, from the date of the permit. This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

3. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young growth timber below merchantable size at current damage appraisal value; provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

4. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

5. This permit is subject to all valid claims.

6. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

7. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

8. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the national forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

9. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any beneft that may arise herefrom unless it is made with a corporation for its general benefit.

11. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

12. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

13. In case of change of address, the permittee shall immediately notify the forest supervisor.

14. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

15. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

16. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the preceding printed clauses will control.

17. This permit is accepted subject to the conditions set forth above and to conditions 18 to 41 attached hereto and made a part of this permit.

DATE	SIGNATURE OF ISSUING OFFICER	TITLE
12-10-63	J. H. Cravens	Forest Supervisor

☆ U.S. GOVERNMENT PRINTING OFFICE: 1961—O-586586

18. In connection with the performance of work under this permit, the permittee agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The permittee agrees to post hereafter notices to be provided by the Forest Service setting forth the provisions of the nondiscrimination clause.

The permittee further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

19. Pursuant to Clause 7 of this permit, the permittee agrees that upon request, and unless prevented by circumstances over which the permittee has no control, to place all employees hired for operation or construction under the terms of this permit, including those of contractors and subcontractors, together with equipment used for operation or during construction at the disposal of any authorized Forest Officer for purposes of suppressing forest fires on the permitted area and vicinity thereof. As used herein "vicinity" shall mean the area within one-half mile distance of any point on the National Forest land used by the permittee within the exterior boundary of the National Forest. All the cost of suppressing fires caused by the permittee, its contractors or subcontractors, shall be borne by the permittee. For services by the permittee, its contractors and sub-contractors, on suppression of fires not caused by the permittee, its contractors and sub-contractors the Forest Service shall pay the amount actually expended by the permittee, its contractors and sub-contractors or the value of such services at such rates established by the Forest Service, whichever is smaller.

The permittee shall join with the Forest Service in preparing a fire plan which shall set forth in detail the plan for prevention, control and extinguishing of fires on and in the vicinity of the permittee area. Said plan and the terms thereof shall become a part of this permit.

20. All internal combustion engines must be equipped with a Forest Service approved spark arrestor. All exhaust pipes, including muffler, must be tight and leak free at all times.

21. All Arizona, Coconino County and City of Flagstaff Health Ordinances must be observed.

22. One house trailer may be permitted for a caretaker at a location designated by the Elden District Ranger, if it is mutually agreed by the Forest Service and the City of Flagstaff that this service is necessary.

23. Trenches will be dug in an east and west direction and as deep as practical, with a suggested minimum of 12 feet.

24. Burning will not be permitted.

25. The Forest Service reserves, for itself and its permittees, the right to use the sanitary landfill area covered in this permit for the disposal of refuse at any time the pit is open for use.

26. The landfill site will be operated at all times in a workmanlike manner. Refuse in the trenches will be covered at least once daily.

27. The working area within the landfill site will be enclosed with an eight foot portable fence. The fence material to be a mesh wire type to prevent material from blowing out of the fill trenches.

28. The landfill site containing approximately 29 acres will be fenced with woven wire (sheep or hog wire) to a height of at least four feet. A barbed wire will be used for a top wire and will be six inches above the top strand of woven wire. Fencing will be done according to Forest Service Class I Standards (copy attached) with additional instructions from the Forest Officer-in-Charge regarding the woven wire fencing.

29. All backfilled areas favorable to revegetation in the opinion of the Forest Officer-in-charge or other areas on which ground cover is destroyed in the course of operation, will be seeded or planted to grasses an/or other suitable vegetation as directed by the Forest Officer-in-Charge.

30. The permittee shall be responsible for prevention and control of soil erosion on the Government lands, covered by this permit, and lands adjacent thereto, where such erosion as resulted from construction or maintenance of this project, and shall do such revegetation and/or construction and maintenance of preventive works prescribed by the Forest Supervisor or his designated representative as will accomplish this result. Reseeding will be done in accordance with instructions and guidelines furnished by the Elden District Ranger.

31. The permittee shall pay the United States for any damage resulting from this use.

32. Merchantable timber cut must be paid for by the permittee at the standatd rate of $10 per M for saw timber; $1.10 per cord will be paid for pulpwood cut by the permittee under this permit.

33. All debris resulting from construction work and all slash resulting from removal of timber under this permit shall be disposed of in a manner satisfactory to the Forest Officer-in-Charge.

34. The permittee will be responsible for all debris resulting from this use, along Highway 89 North, the permitted road and the landfill site. At a minimum, debris will be picked up at least once weekly.

35. The permittee shall construct and maintain the entrance road under this permit to standards set forth on Region 3 Form 5600-16 dated and signed by . The road will be maintained in such a manner as to prevent erosion to National Forest land and adjacent private lands.

36. The entrance road on National Forest land will be fenced on the right-of-way line; the areas to be fenced will be laid out on the ground by the Forest Officer-in-charge. The necessary gates and water gaps will also be staked on the ground by the Forest Officer-in-Charge. Fencing will be done according to Standard Class I Forest Service specifications. The right-of-way fence will tie directly into the

landfill site fence. To lessen the impact of cleaning up blowing debris it is recommended that the permittee fence the right-of-way road on both sides to the same specification that apply to fencing of the landfill site (See Clause 28).

37. Neither the execution and delivery of this permit nor anything herein contained shall be construed as a representation, warranty or covenant by the United States as to the condition of the premises, the suitability for use or enjoyment or the future maintenance, development, improvement or protection of the premises.

38. The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of lands, facilities, or equipment, covered by this permit, by the permittee, his customers or guests, provided this shall not be construed to indemnify the United States against its own negligence.

39. The permittee shall permit free and unrestricted access by the public to and upon the premises at all times for lawful and proper purposes, not inconsistent with the objects of the permit or with the reasonable exercise and enjoyment by the permittee of the privileges thereof.

40. None of the conditions of the permit as set forth herein can be varied or modified, except with the written consent of the Forest Supervisor.

41. This permit shall have no force or effect until the permittee has signified his acceptance of its provisions and conditions by signing the original and all carbon copies and returning the copies to the Forest Supervisor.

The undersigned authorized official of the City of Flagstaff, has read the foregoing permit and agrees for and in behalf of said City of Flagstaff to accept and abide by all the terms and conditions thereof.

12-11-63
Date

Signature of Issuing Officer

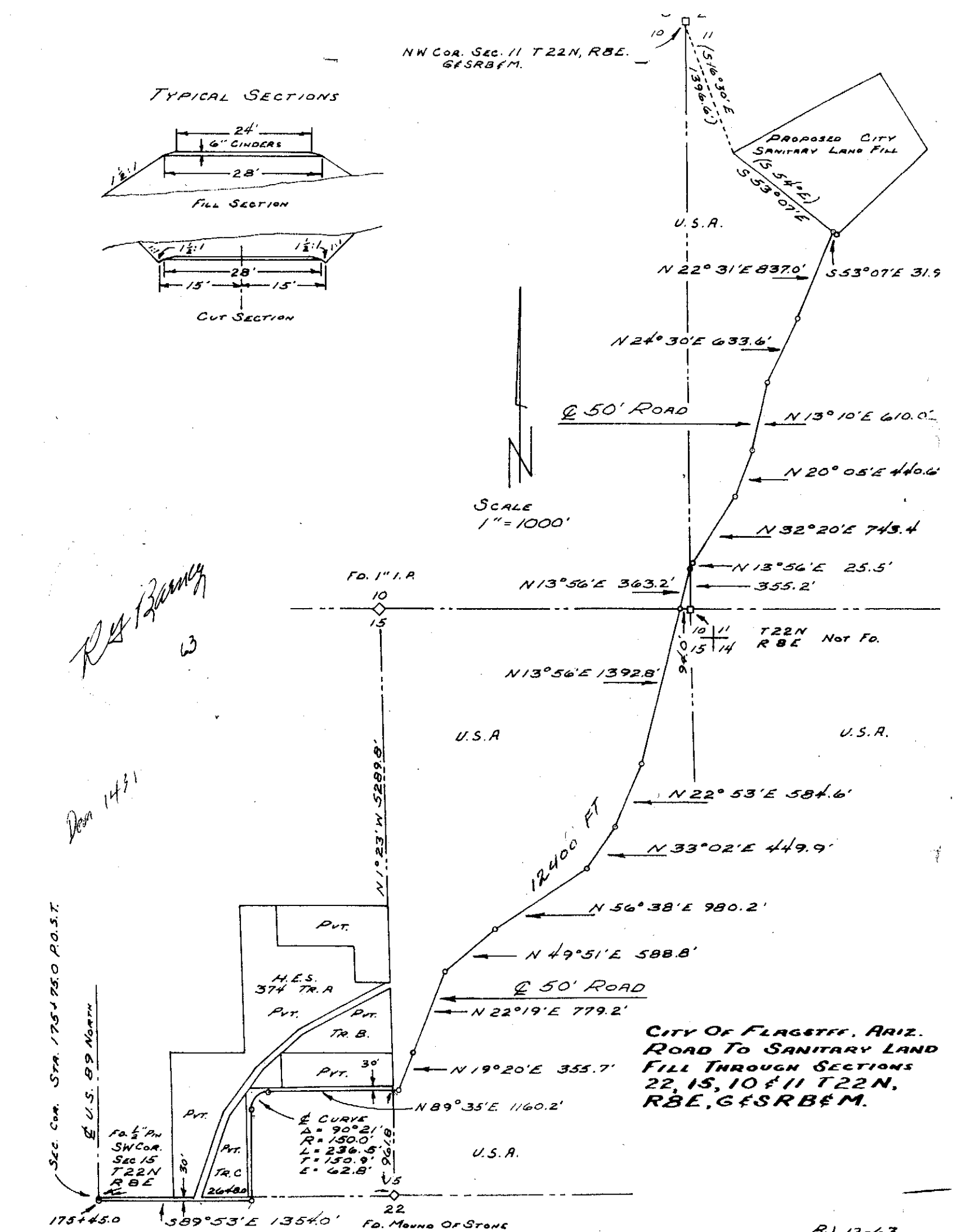
J. H. Cravens

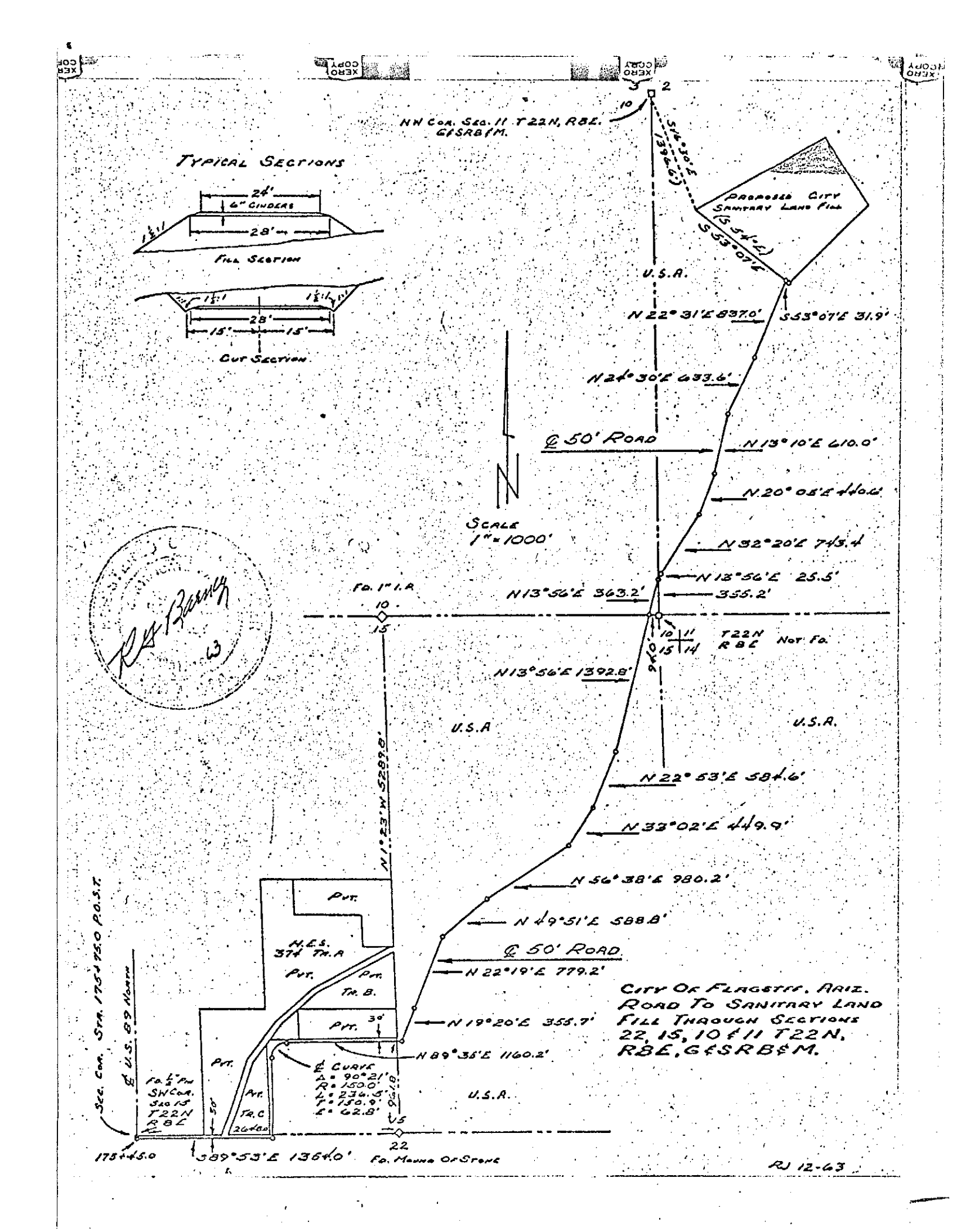
Title Forest Supervisor

City of Flagstaff

By [illegible]

Title City Mgr


NW Cor. Sec. 11 T22N, R8E. G&SRB&M.
Typical Sections
24'
6" Cinders
28'
1½:1
Fill Section
1½:1
1½:1
28'
15'
15'
Cut Section
Proposed City Sanitary Land Fill
(S 54° E 1396.6')
S 53° 07' E
U.S.A.
N 22° 31' E 837.0'
S 53° 07' E 31.9
N 24° 30' E 633.6'
℄ 50' Road
N 13° 10' E 610.0'
N 20° 05' E 440.6'
Scale 1" = 1000'
N 32° 20' E 743.4
Fd. 1" I.A.
N 13° 56' E 363.2'
N 13° 56' E 25.5'
355.2'
T22N R8E
Not Fd.
N 13° 56' E 1392.8'
U.S.A
U.S.A.
N 1° 23' W 5289.8'
N 22° 53' E 584.6'
12400 Ft
N 33° 02' E 449.9'
N 56° 38' E 980.2'
N 49° 51' E 588.8'
℄ 50' Road
N 22° 19' E 779.2'
N 19° 20' E 355.7'
N 89° 35' E 1160.2'
℄ Curve
Δ = 90° 21'
R = 150.0'
L = 236.5'
T = 150.9'
E = 62.8'
961.8'
U.S.A.
Pvt.
H.E.S. 374 Tr. A
Pvt.
Pvt.
Tr. B.
Pvt.
30'
Pvt.
Pvt.
Tr. C
26480
30'
℄ U.S. 89 North
Sec. Cor. Sta. 1751+75.0 P.O.S.T.
Fd. ½" Pin SW Cor. Sec 15 T22N R8E
175+45.0
S 89° 53' E 1354.0'
Fd. Mound Of Stone
City Of Flagstaff, Ariz.
Road To Sanitary Land Fill Through Sections 22, 15, 10 & 11 T22N, R8E, G&SRB&M.


NW Cor. Sec. 11 T22N, R8E. G&SRB&M.
Typical Sections
24'
6" Cinders
1½:1
28'
Fill Section
1½:1
1½:1
28'
15'
15'
Cut Section
Proposed City Sanitary Land Fill
(15.54 Ac.)
S 53°07'E
S 14°30'E 1394.6'
U.S.A.
N 22°31'E 837.0'
S 53°07'E 31.9'
N 24°30'E 693.6'
℄ 50' Road
N 13°10'E 610.0'
N 20°05'E 440.6'
N 32°20'E 743.4
N 18°56'E 25.5'
355.2'
Scale 1"=1000'
Fd. 1" I.A.
N 13°56'E 363.2'
10
15
10 11
15 14
T22N R8E Nor. Fd.
N 13°56'E 1392.8'
9x10
U.S.A.
U.S.A.
N 1°23'W 5289.8'
N 22°53'E 384.6'
N 33°02'E 449.9'
N 56°38'E 980.2'
N 49°51'E 588.8'
℄ 50' Road
N 22°19'E 779.2'
N 19°20'E 358.7'
N 89°35'E 1160.2'
Put.
N.E.S. 374 Tr. A
Put.
Put.
Tr. B.
Put.
30'
1
Put.
Tr. C
26.4ac
50'
℄ Curve
Δ = 90°21'
R = 150.0'
L = 236.6'
T = 150.9'
E = 62.8'
9x18
U.S.A.
Fd. ½" Pin SW Cor. Sec 15 T22N R8E
Sec. Cor. Stn. 175+75.0 P.O.S.T.
℄ U.S. 89 North
175+45.0
S 89°53'E 1364.0'
Fd. Mound of Stone
22
V5
City Of Flagstaff, Ariz.
Road To Sanitary Land
Fill Through Sections
22, 15, 10 & 11 T22N,
R8E, G&SRB&M.
RJ 12-63

PROPOSAL FOR CONSTRUCTION OR BETTERMENT OF ROADS UPON NATIONAL FOREST LAND UNDER SPECIAL USE PERMIT

December 9, 1963
Date Prepared

(Items 2 through 8 are not necessary for proposals supported by completed plans and specifications. Prepare in quadruplicate.)

1. FOREST Coconino STATE Arizona COUNTY Coconino
PROJECT NAME AND NUMBER (if any _____

2. LOCATION
Section 22, 15, 10 & 11 Township 22N. Range 8E. P.M.
Temini U.S. 89 - Sanitary Land Fill Length 2.35 Miles

3. SURVEY
By City of Flagstaff Date November, December, 1963
Method: Transit and Level Transit Other (specify _____
Compass and Abney _____

4. DESIGN CRITERIA
Design Standard (attach appropriate Form R3-5600-86, 87, or 88)
Width of Road 24 Feet. Design Speed 30 MPH
Estimated Vehicles per Day 20 Estimated Cost $10,000.00

5. Type of Drainage:
Grade Dips _____
Culverts (throughout, major drainages, or none) Culverts where needed.
Bridges: (if any)

Span	Type	Estimated Cost	Location

6. Surfacing
Top Width in Feet 24. Depth: Base _____ in., Top course 6 in.
Continuous Application _____ Spot Application _____
Crushed or Pitrun _____ Max. Size: Base _____ in., Top course _____ in.
Material: Rock _____ Gravel _____ Cinders Cinders

7. STAKING
Center Line or Flag Line Center Line
Slope Stakes: Yes _____ No No

R3-5600-16
Sheet 1 of 3
Rev. May 1962

8. LOCATION SKETCH
(Show a sketch of the project to a minimum scale of 2 inches equal 1 mile with respect to other transportation facilities. Use extra sheets or attach map as necessary.)

9. GENERAL:
(List and explain fully any deviation from standards or any special installations or conditions relating to the project.)

10. RESPONSIBLE FOR CONSTRUCTION:

Name H. A. Kennedy Title Director of Public Works

11. RECOMMENDATION AND APPROVAL:

After careful correlation of forest resource requirements and full consideration of physical factors, this proposal is hereby recommended.

Recommended: 12/10/1963 (Date) — William R. Snyder (Name), District Ranger

Reviewed: December 10, 1963 — R. G. Metcalf, Forest Engineer

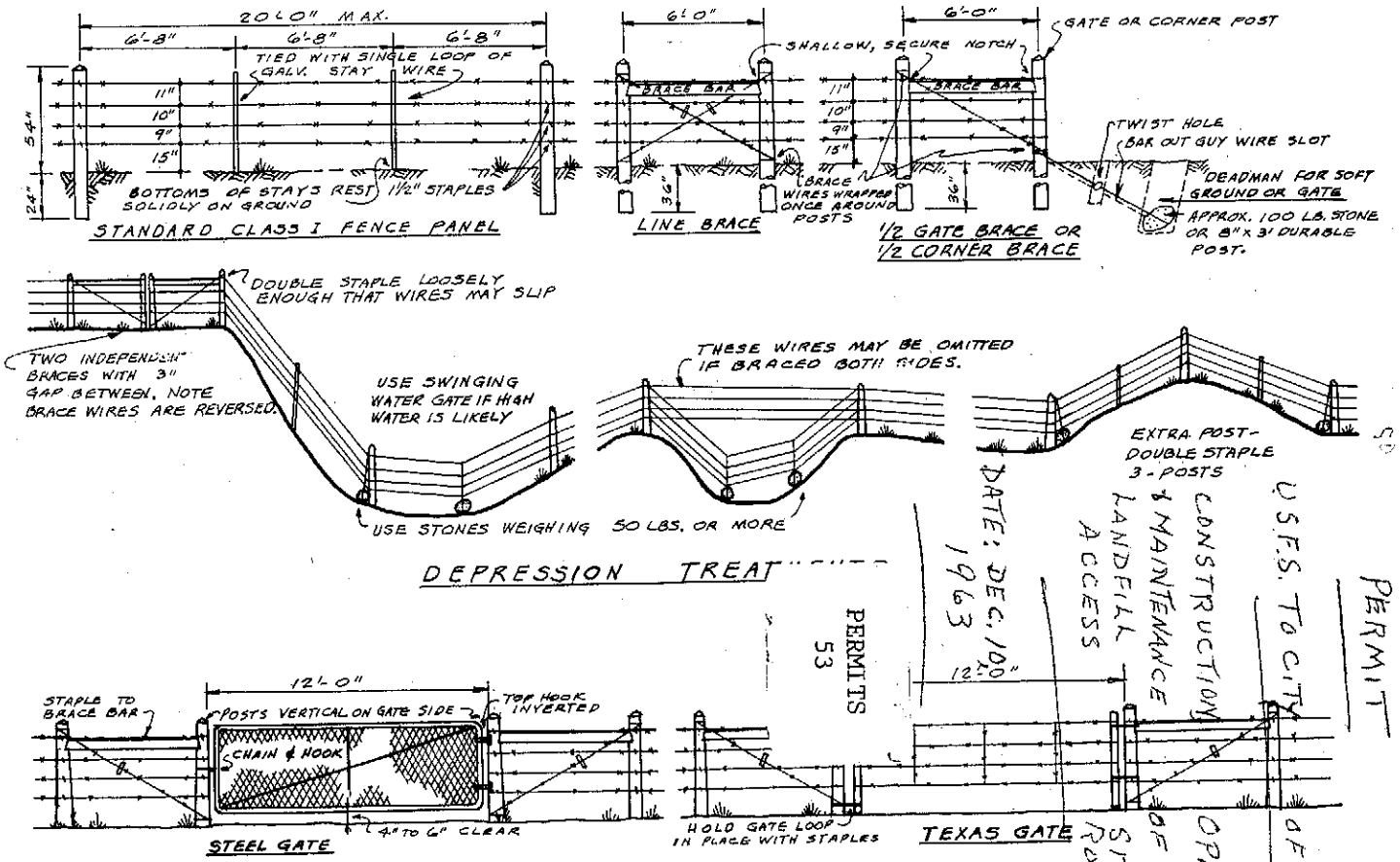
Approved: 12/13/63 — Forest Supervisor

Approved: _____ — Acting Regional Forester

R3-5600-16
Sheet 3 of 3
Rev. Feb. 1962

U. S. FOREST SERVICE
Region 3
STANDARD CLASS I FENCES

(Altitude 5,000 to 9,000 feet; or where required by grazing permit)



FENCE SPECIFICATIONS:

POSTS

Kind	Minimum Top	Length	Depth in Ground	Spacing	Number ¼ mi.	Number ½ mi.	Number 1 mi.
Wood Line Post	4 in.	6 ft. 6 in.	2 ft.	not over 20 ft. apart	66	132	264
Wood Stays	1½ in.	4 ft. 4 in.	see plan	6 ft. 6 in.	138	268	530
Corner Post	6 in.	7 ft. 6 in.	3 ft.	see plan where req.	3 where required		
Gate Post	6 in.	8 ft.	3 ft.	12 ft. apart	4 where required		
Brace Post	6 in.	7 ft. 6 in.	3 ft.	every ¼ mi. & see plan	2 where required		
Brace Bars	4 in. x 4 in. or 4 in. top with little taper	6 ft.		Between gates, corners, and braces	1 for each 2 post		

Durable Wood Species - C O N S U L T R A N G E R

P O S T S (continued from overleaf)

Kind	Minimum Top	Length	Depth in Ground	Spacing	Number ¼mi.	½mi.	1 mi.
Steel Line	Tee-angle or "U"-shaped	6½ ft.	anchor plate 4-6 inches below ground	Not over 20 feet apart	66	132	264

ASK RANGER IF STEEL LINE POSTS ARE PERMITTED: HOWEVER, STEEL LINE POSTS SHALL NOT BE USED FOR CORNERS, GATES, OR BRACES.

W I R E

Kind	Line Wire	Barbs	Number of 80-rod rolls ¼mi.	½mi.	1 mi.
Galvanized Line (fence)wire	"American Glidden," 2-strand, 13½ gage, 2-point	4½ inch apart, 14 gage, round wire, 2-point	4½	9	18
Alternate Line (fence)wire	"Sheffield 100" galvanized, 2-point, 13½ gage, 2-strand	4-inches apart 14-gage, round wire, 2-point	4½	9	18
Staples	#9 round wire, 1½in. long, galvanized or bright		4 lbs	9 lbs	18 lbs
Tie Wire	For corners, gates, and braces, use barbed wire, or 2-strand, 12½ gage galvanized barbless wire - included as line wire				
Stay Ties	#14 galvanized or black - soft (annealed)		4½ lbs	9 lbs	18 lbs

Fence wire rolls or spools must have manufacturer's label on each package, indicating whether wire is "Glidden" or "Sheffield 100," type, and gage.

Gates. Use of "Texas," or swing, gates shall be checked with the Ranger.

Water gates. Plans shall be obtained from the Ranger.

Location. Location shall be as designated by the Ranger.

Alignment. Alignment shall be as straight as possible. Pockets and sharp angles shall be avoided.

Clearing. Clearing for allotment fences shall be 4 feet on each side of the fence. Clearing for Forest Boundary fences shall be 8 feet on Forest side of fence.

Signs. Signs shall be furnished by the Ranger and shall be placed as instructed by him.

MATERIALS LIST:

DISTANCE	LINE POST	STAYS	BRACES	ROLLS WIRE	LBS STAPLES
80 rods (¼ mi.)	66	138	1	4¼	3¼
160 " (½ mi.)	132	268	2	8½	7½
320 " (1 mi.)	264	530	3	17	15

Above table DOES NOT include corners, gates; or braces where direction of fence changes.

PROPOSAL FOR CONSTRUCTION OR BETTERMENT OF ROADS UPON NATIONAL FOREST LAND UNDER SPECIAL USE PERMIT

December 9, 1963
Date Prepared

(Items 2 through 8 are not necessary for proposals supported by completed plans and specifications. Prepare in quadruplicate.)

1. FOREST Coconino STATE Arizona COUNTY Coconino
PROJECT NAME AND NUMBER (if any) _____

2. LOCATION
Section 22, 15, 10 & 11 Township 22N. Range 8E. P.M.
Temini U.S. 89 - Sanitary Land Fill Length 2.35 Miles

3. SURVEY
By City of Flagstaff Date November, December, 1963
Method: Transit and Level Transit Other (specify) _____
Compass and Abney _____

4. DESIGN CRITERIA
Design Standard (attach appropriate Form R3-5600-86, 87, or 88)
Width of Road 24 Feet. Design Speed 30 MPH
Estimated Vehicles per Day 20 Estimated Cost $10,000.00

5. Type of Drainage:
Grade Dips _____
Culverts (throughout, major drainages, or none) Culverts where needed.
Bridges: (if any)

Span	Type	Estimated Cost	Location

6. Surfacing
Top Width in Feet 24. Depth: Base _____ in., Top course 6 in.
Continuous Application _____ Spot Application _____
Crushed or Pitrun _____ Max. Size: Base _____ in., Top course _____ in.
Material: Rock _____ Gravel _____ Cinders Cinders

7. STAKING
Center Line or Flag Line Center Line
Slope Stakes: Yes _____ No No

R3-5600-16
Sheet 1 of 3
Rev. May 1962

8. LOCATION SKETCH
(Show a sketch of the project to a minimum scale of 2 inches equal 1 mile with respect to other transportation facilities. Use extra sheets or attach map as necessary.)

9. GENERAL:
(List and explain fully any deviation from standards or any special installations or conditions relating to the project.)

10. RESPONSIBLE FOR CONSTRUCTION:

Name H. A. Kennedy Title Director of Public Works

11. RECOMMENDATION AND APPROVAL:

After careful correlation of forest resource requirements and full consideration of physical factors, this proposal is hereby recommended.

Recommended: 12/6/1963 (Date) — William R. Snyder (Name), District Ranger

Reviewed: December 10, 1963 — R G Metcalf, Forest Engineer

Approved: 12-13-63 — Forest Supervisor

Approved: _____ — Acting Regional Forester

R3-5600-16
Sheet 3 of 3
Rev. Feb. 1962

UNITED STATES DEPARTME[illegible] GRICULTURE—FOREST SERVICE

SPECIAL USE APPLICATION

NA[illegible] OF APPLICANT
[illegible]t. f Flagstaff

DATE OF APPLICATION
12-9-63

REGION	STATE	FOREST	RANGER DISTRICT
3	Arizona	Coconino	Elden

(Entries above this line will be filled in by the Forest Service)

Application is hereby made for a permit to use National Forest land as indicated below:

1. Description of land:

An area containing approximately 29 acres in the center of the NW¼ Section 11, Township 22 North, Range 8 East, Gila and Salt River Base and Meridian; and a strip of land containing approximately 17 acres (sixty (60) feet wide and 12,400 feet in length) through Sections 10, 11, 15 and 22, Township 22 North, Range 8 East. See attached plats.

2. Purpose of use:

Sanitary Landfill Site and Access Road

3. Acres of National Forest land to be used:

Approximately 29 acres in landfill and 17 acres in access road.

4. Miles of National Forest land to be occupied (Applicable to road rights-of-way, pipe lines, telephone lines, power lines, etc.):

Access road right-of-way approximately 12,400 feet.

5. Number of days that premises will be used each year:

365

6. Improvements: a. Description:

Grade and surface access road. Fence road and site.

b. Approximate cost	c. Construction will begin within	d. Construction will be completed within
$ 10,000	1 months	3 months

DATE OF APPLICATION	SIGNATURE OF APPLICANT	ADDRESS
12-9-63	H. L. Field, Jr. City Manager	City Hall Flagstaff, Arizona

REPORT ON APPLICATION

(To be completed by Forest Officer)

1. General description of the area and adaptability for the proposed use. Outline area on map on reverse side or on separate map sheet if needed to clarify proposed use. Suitable to proposed use. See attached map of the landfill site platted by Grunewald and dated 10-31-63 and attached map of the site and access road platted by the City of Flagstaff, City Engineer and dated 12-63.
2. Status of the land requested, including description of any improvements or claims on area. If previously under permit indicate former permit date and permittee's name. National Forest Land. The west half of Section 22, T22N, R8E is presently reserved as an experimental area by the Rocky Mountain Forest and Experiment Station.
3. State approximate amount and kinds of timber to be cut, recommended stumpage prices, method of scaling; include recommendation on disposal of merchantable timber (a) to permittee at current damage appraisal or (b) to others than permittee under regular timber sale procedure. Timber volume to be determined when right-of-way is cleared. See clauses 3 and 32.
4. Recommendations, including any factors which might affect the granting of the permit or future use of the land.

   Recommend approval upon written release of the west half of Section 22, T22N, R8E by the Rocky Mountain Forest and Experiment Station.

5. List on the reverse side any additional conditions which should be made a part of the permit.

   See permit.

	DATE	SIGNATURE	TITLE
REPORT SUBMITTED →	12-9-63	[signature]	Elden District Ranger
REPORT APPROVED →	12-10-63	[signature]	Forest Supervisor

2700-3 (2/60)

(OVER)

UNITED STATES DEPARTME OF AGRICULTURE—FOREST SERVICE

SPECIAL USE APPLICATION

NAME OF APPLICANT: C of Flagstaff

DATE OF APPLICATION: January 31, 1964

REGION	STATE	FOREST	RANGER DISTRICT
3	Arizona	Coconino	Elden D-2

(Entries above this line will be filled in by the Forest Service)

Application is hereby made for a permit to use National Forest land as indicated below:

1. Description of land:

A parcel of land 100' x 300' that lies parallel and adjacent to the West side of road right-of-way to Sanitary landfill in NW¼ Section 11, T.22N., R.8E. G. & S. R. B. & M. as shown on attached sketch.

2. Purpose of use:

Housing for Caretaker City Sanitary Landfill

3. Acres of National Forest land to be used:

.69

4. Miles of National Forest land to be occupied (Applicable to road rights-of-way, pipe lines, telephone lines, power lines, etc.):

5. Number of days that premises will be used each year:

365

6. Improvements: a. Description:

Portable Trailer House

b. Approximate cost	c. Construction will begin within	d. Construction will be completed within
$	1 months	1 months

DATE OF APPLICATION	SIGNATURE OF APPLICANT	ADDRESS
January 31, 1964	H. L. Field, Jr., City Manager	P. O. Box 1208 Flagstaff, Arizona

REPORT ON APPLICATION

(To be completed by Forest Officer)

1. General description of the area and adaptability for the proposed use. Outline area on map on reverse side or on separate map sheet if needed to clarify proposed use.

   Suitable to proposed use. See attached map dated 12-63 and signed by R. G. Barney.

2. Status of the land requested, including description of any improvements or claims on area. If previously under permit indicate former permit date and permittee's name.

   National Forest Land.

3. State approximate amount and kinds of timber to be cut, recommended stumpage prices, method of scaling; include recommendation on disposal of merchantable timber (a) to permittee at current damage appraisal or (b) to others than permittee under regular timber sale procedure.

   No timber to be removed.

4. Recommendations, including any factors which might affect the granting of the permit or future use of the land.

   Recommend approval.

5. List on the reverse side any additional conditions which should be made a part of the permit.

   See Amendment #1.

	DATE	SIGNATURE	TITLE
REPORT SUBMITTED →	3-23-64	William R. Boyden	Elden District Ranger
REPORT APPROVED →	APR 3 1964	Alan P. Haverland	Acting Forest Supervisor

2700-3 (2/60)

(OVER)

UNITED STATES DEPARTMENT OF AGRICULTURE—FOREST SERVICE

SPECIAL USE APPLICATION

NAME OF APPLICANT: City of Flagstaff — 50

DATE OF APPLICATION: March 3, 1966

REGION	STATE	FOREST	RANGER DISTRICT
3	Arizona	Coconino	Elden

(Entries above this line will be filled in by the Forest Service)

Application is hereby made for a permit to use National Forest land as indicated below:

1. Description of land:

A portion of the NW¼ of Section 11 Township 22 North Range 8 East presently under use as a sanitary land fill.

2. Purpose of use:

removing waste material for snow melting and recreation department use. 6,000 C.Y.

3. Acres of National Forest land to be used:

17

4. Miles of National Forest land to be occupied (Applicable to road rights-of-way, pipe lines, telephone lines, power lines, etc.):

5. Number of days that premises will be used each year:

365

6. Improvements: a. Description:

No additional improvements

b. Approximate cost	c. Construction will begin within	d. Construction will be completed within
$	0 months	months
DATE OF APPLICATION: Mar. 3, 1966	SIGNATURE OF APPLICANT: City of Flagstaff, [signature] City Engr.	ADDRESS: P O Box 1208, Flagstaff, Arizona.

REPORT ON APPLICATION

(To be completed by Forest Officer)

1. General description of the area and adaptability for the proposed use. Outline area on map on reverse side or on separate map sheet if needed to clarify proposed use.

   Area applied for is suitable for proposed use. City of Flagstaff, refer to Special Use Permit dated 12/10/63. See attached map.

2. Status of the land requested, including description of any improvements or claims on area. If previously under permit indicate former permit date and permittee's name.

   National Forest land under Special Use Permit to the City of Flagstaff dated 12/10/63 for Refuse and Storage Yard (Landfill).

3. State approximate amount and kinds of timber to be cut, recommended stumpage prices, method of scaling; include recommendation on disposal of merchantable timber (a) to permittee at current damage appraisal or (b) to others than permittee under regular timber sale procedure.

   None.

4. Recommendations, including any factors which might affect the granting of the permit or future use of the land.

   Recommend approval. Not for re-sale.

5. List on the reverse side any additional conditions which should be made a part of the permit.

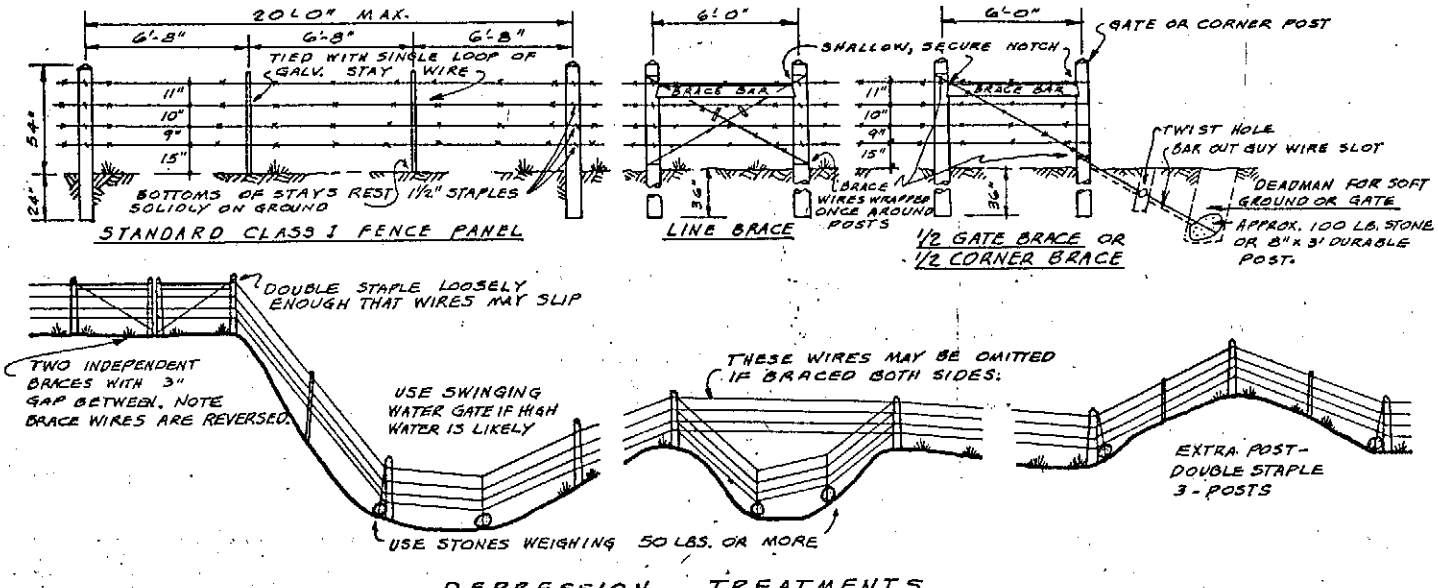
   None.

	DATE	SIGNATURE	TITLE
REPORT SUBMITTED →	3/4/66	[signature]	DFR
REPORT APPROVED →	3/7/66	[signature]	AFS

2700-3 (2/60) (OVER)

U. S. FOREST SERVICE
Region 3
STANDARD CLASS I FENCES

(Altitude 5,000 to 9,000 feet; or where required by grazing permit)



FENCE SPECIFICATIONS:

POSTS

Kind	Minimum Top	Length	Depth in Ground	Spacing	Number ¼mi.	½mi.	1 mi.
Wood Line Post	4 in.	6 ft. 6 in.	2 ft.	not over 20 ft. apart	66	132	264
Wood Stays	1½ in.	4 ft. 4 in.	see plan	6 ft. 6 in.	138	268	530
Corner Post	6 in.	7 ft. 6 in.	3 ft.	see plan where req.	3 where required		
Gate Post	6 in.	8 ft.	3 ft.	12 ft. apart	4 where required		
Brace Post	6 in.	7 ft. 6 in.	3 ft.	every ¼ mi. & see plan	2 where required		
Brace Bars	4 in. x 4 in. or 4 in. top with little taper	6 ft.		Between gates, corners, and braces	1 for each 2 post		

Durable Wood Species - C O N S U L T R A N G E R

P O S T S (continued from overleaf)

Kind	Minimum Top	Length	Depth in Ground	Spacing	Number ¼mi.	½mi.	1 mi
Steel Line	Tee-angle or "U"-shaped	6½ ft.	anchor plate 4-6 inches below ground	Not over 20 feet apart	66	132	264

ASK RANGER IF STEEL LINE POSTS ARE PERMITTED: HOWEVER, STEEL LINE POSTS SHALL NOT BE USED FOR CORNERS, GATES, OR BRACES.

W I R E

Kind	Line Wire	Barbs	Number of 80-rod rol ¼mi.	½mi.	1 mi.
Galvanized Line (fence)wire	"American Glidden," 2-strand, 13½ gage, 2-point	4½ inch apart, 14 gage, round wire, 2-point	4½	9	18
Alternate Line (fence)wire	"Sheffield 100" galvanized, 2-point, 13½ gage, 2-strand	4-inches apart 14-gage, round wire, 2-point	4½	9	18
Staples	#9 round wire, 1½in. long, galvanized or bright		4 lbs	9 lbs	18 lbs
Tie Wire	For corners, gates, and braces, use barbed wire, or 2-strand, 12½ gage galvanized barbless wire - included as line wire				
Stay Ties	#14 galvanized or black - soft (annealed)		4½ lbs	9 lbs	18 lbs

Fence wire rolls or spools must have manufacturer's label on each package, indicating whether wire is "Glidden" or "Sheffield 100," type, and gage.

Gates. Use of "Texas," or swing, gates shall be checked with the Ranger.

Water gates. Plans shall be obtained from the Ranger.

Location. Location shall be as designated by the Ranger.

Alignment. Alignment shall be as straight as possible. Pockets and sharp angles shall be avoided.

Clearing. Clearing for allotment fences shall be 4 feet on each side of the fence. Clearing for Forest Boundary fences shall be 8 feet on Forest side of fence.

Signs. Signs shall be furnished by the Ranger and shall be placed as instructed by him.

MATERIALS LIST:

DISTANCE	LINE POST	STAYS	BRACES	ROLLS WIRE	LBS STAPLES
80 rods (¼ mi.)	66	138	1	4¼	3¼
160 " (½ mi.)	132	268	2	8½	7½
320 " (1 mi.)	264	530	3	17	15

Above table DOES NOT include corners, gates; or braces where direction of fence changes.

CITY OF FLAGSTAFF
Refuse and Storage Yard
12/10/63

Amendment #1

APR 3 1964
Date

WHEREAS, the City of Flagstaff, under date of January 31, 1964, has made application for a parcel of land 100 feet by 300 feet (.69 acres) parallel and adjacent to the west side of the road right-of-way to the City of Flagstaff Sanitary Landfill Site in the NW¼ Section 11, T22N, R8E, G & SRB & M as shown on attached map dated 12-63 and signed by R.G. Barney.

NOW, THEREFORE, it is agreed that the above described lands will be used to place a portable house trailer to provide housing for the caretaker at the Landfill site and is subject to the same conditions as set forth in the original permit and amendments thereto.

In addition to the above, the following clauses are made a part of this permit.

42. The permittee shall permit no individual, organization or agency to conduct salvage operations of any kind within the dump area.

43. The permittee will be responsible for the current cleanup of all debris originating from the landfill site.

44. The exact location of the house trailer, within the area covered by this amendment, must be designated by the Forest Officer in charge. There will be no storage of combustible material, equipment, or other articles under the trailer or anywhere on the permitted area, except those allowed in writing by the Forest Officer in charge.

45. The permittee shall submit plans to the Forest Supervisor for the development of a water supply and the installation of facilities for the disposal of sewage and excreta. Plans must be approved by the Forest Supervisor prior to occupancy. Septic tanks, sewers, and subsurface pits must be located and

constructed in accordance with applicable local, State, and Federal public health service standards.

UNITED STATES FOREST SERVICE

APR 3 1964
Date

By: Dean C. Gossard

Title: Acting Forest Supervisor

CITY OF FLAGSTAFF

9 April 64
Date

By: [signature]

Title: H. L. Fi[illegible], City Manager

C.O.

Box 1208

CITY OF FLAGSTAFF

Refuse and Storage Yard

12/10/63

FEB 0 6 1974

AMENDMENT NO. 2

MAR 9 1966
Date

WHEREAS, the City of Flagstaff, under date of March 4, 1966, has made application for the permission to remove cinders from the refuse and storage yard presently under permit to the City of Flagstaff dated December 10, 1963.

NOW, THEREFORE, it is agreed that the above permission is granted, and the cinder removal is a part of and subject to the same conditions as set forth in the original permit and the amendments thereto.

U. S. FOREST SERVICE

MAR 9 1966
Date

By [signature]

Title Acting Forest Supervisor

CITY OF FLAGSTAFF

3-10-66
Date

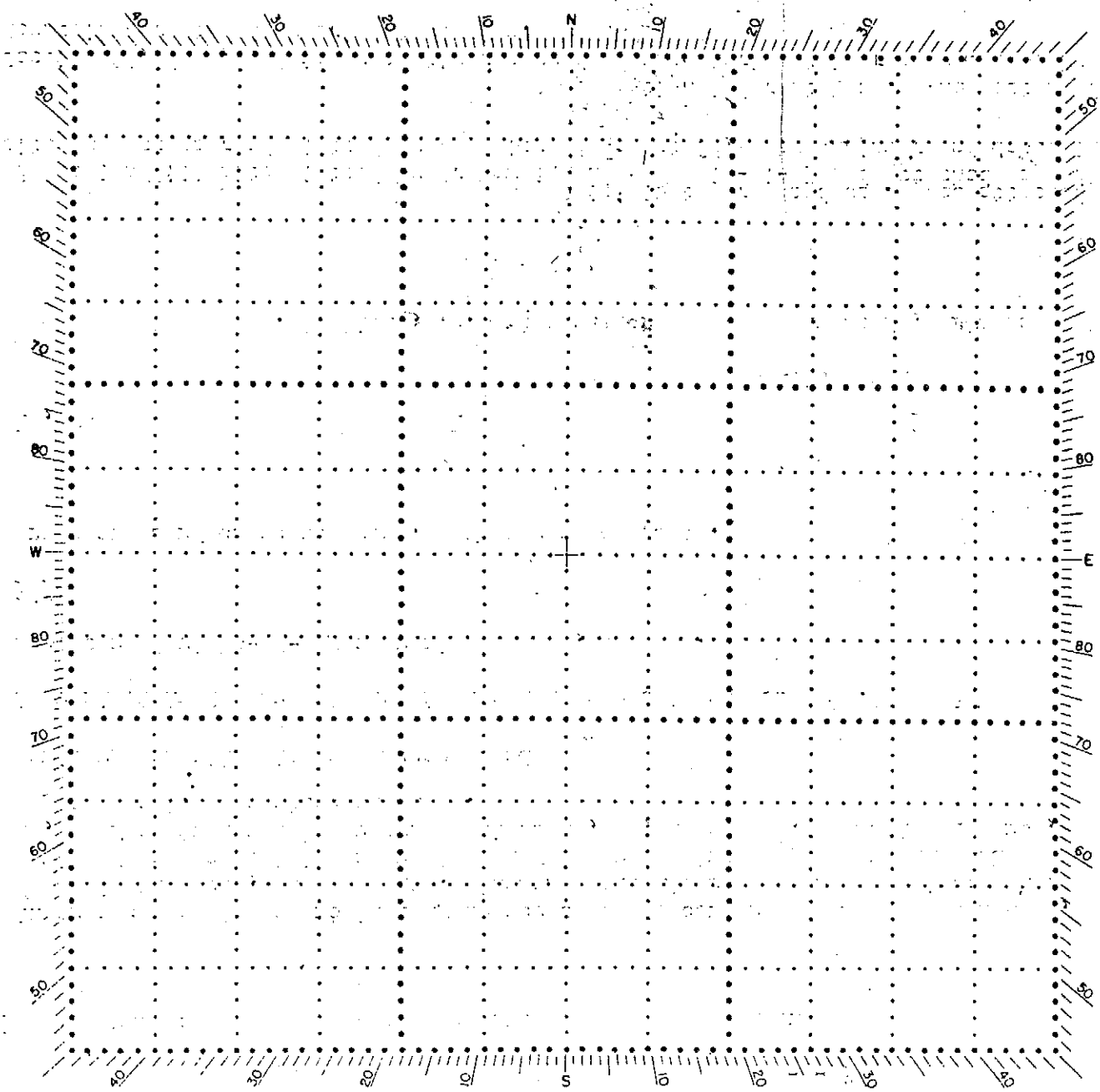
By [signature]

Title E. L. Field, Jr.
City Manager

VIVIAN
SURVEY

Additional conditions to be placed in special-use permit (use additional sheet if needed).

Section _____ Twp. _____ Range _____ Scale _____



U.S. GOVERNMENT PRINTING OFFICE : 1960 OF—544512

P
123

United States Department of Agriculture Forest Service	a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
SPECIAL USE PERMIT Act of June 4, 1897 This permit is revocable and nontransferable (Ref. FSM 2710)	70	03	04
	d. District (7-8)	e. User number (9-12)	f. Kind of use (13-15)
	02	2723	313
	g. State (16-17)	h. County (18-20)	k. Card no. (21)
	04	005	1

Permission is hereby granted to *City of Flagstaff*

of *P.O. Box 1208, Flagstaff, Arizona 86001*,
hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements:

NW¼, Section 11; SW¼ Section 2, T22N, R8E, G&SRBM, and a strip of land approximately 60 feet wide and 12,400 feet in length throu Sections 10, 11, 15, and 22, T22N, R8E, G&SRBM.

This permit supersedes a permit issued to the City of Flagstaff on December 10, 1963 for a sanitary landfill.

This permit covers *136* acres and/or ------- miles and is issued for the purpose of:

Construction, operation, and maintenance of a sanitary landfill and access road.

The terms and conditions of this permit were discussed with the permittee on _____
by _____
Title _____

1. Construction or occupancy and use under this permit shall begin within ------- months, and construction, if any, shall be completed within ------- months, from the date of the permit. This use shall be actually exercised at least ------- days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of ------- Dollars ($ -------) for the period from ------- 19___, to ------- 19___, and thereafter annually on *Free Use 36 CFR 251.2* _____ Dollars ($ _____):
Provided, however, Charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions *18* to *22* attached hereto and made a part of this permit.

	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
PERMITTEE	*CITY OF FLAGSTAFF*	TITLE	
	NAME AND SIGNATURE	**TITLE**	**DATE**
ISSUING OFFICER	*NEIL R. PAULSON*	*FOREST SUPERVISOR*	

(CONTINUED ON REVERSE)

18. SAFETY, HEALTH, LIABILITY, AND NONDISCRIMINATION

A. Nondiscrimination, Services

During the performance of this permit, the permittee agrees:

1. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.

3. The permittee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.

4. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

B. Indemnification of United States

The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.

19. RESOURCE AND IMPROVEMENT PROTECTION

A. Water Pollution

No waste or byproducts shall be discharged if it contains any substances in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies.

Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.

B. Esthetics

The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.

C. *Erosion Control*

The permittee shall be responsible for the prevention and control of soil erosion and gullying on the area covered by this permit and lands adjacent thereto, and shall provide preventive measures as required by specifications attached to and made a part of this permit.

D. *Revegetation, Surface Restoration of Topsoil*

Topsoil shall be stripped from the permitted area and be deposited in storage piles apart from other excavated material. After the desired amount of material has been removed, and the resulting pit has been trimmed and smoothed as required, the stored topsoil shall be evenly spread over exposed subsoil to the extent that may be practicable, and shall be revegetated.

E. *Revegetation, Surface Restoration, Seeding or Planting*

Seeding or planting will be done at a time of the year, in a manner, and with species which the District Ranger considers offer the best chance of success and will be repeated annually until such areas are accepted in writing by the District Ranger as satisfactorily revegetated and stabilized.

20. *TENURE, TERMINATION, REVOCATION, AND LIMIT OF USE*

Unless sooner terminated or revoked by the Regional Forester, in accordance with the provisions of the permit, this permit shall expire and become void on December 31, 1993, but a new permit to occupy and use the same National Forest land may be granted provided the permittee will comply with the then-existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the Forest Supervisor not less than six (6) months prior to said date that such new permit is desired.

21. *FIRE*

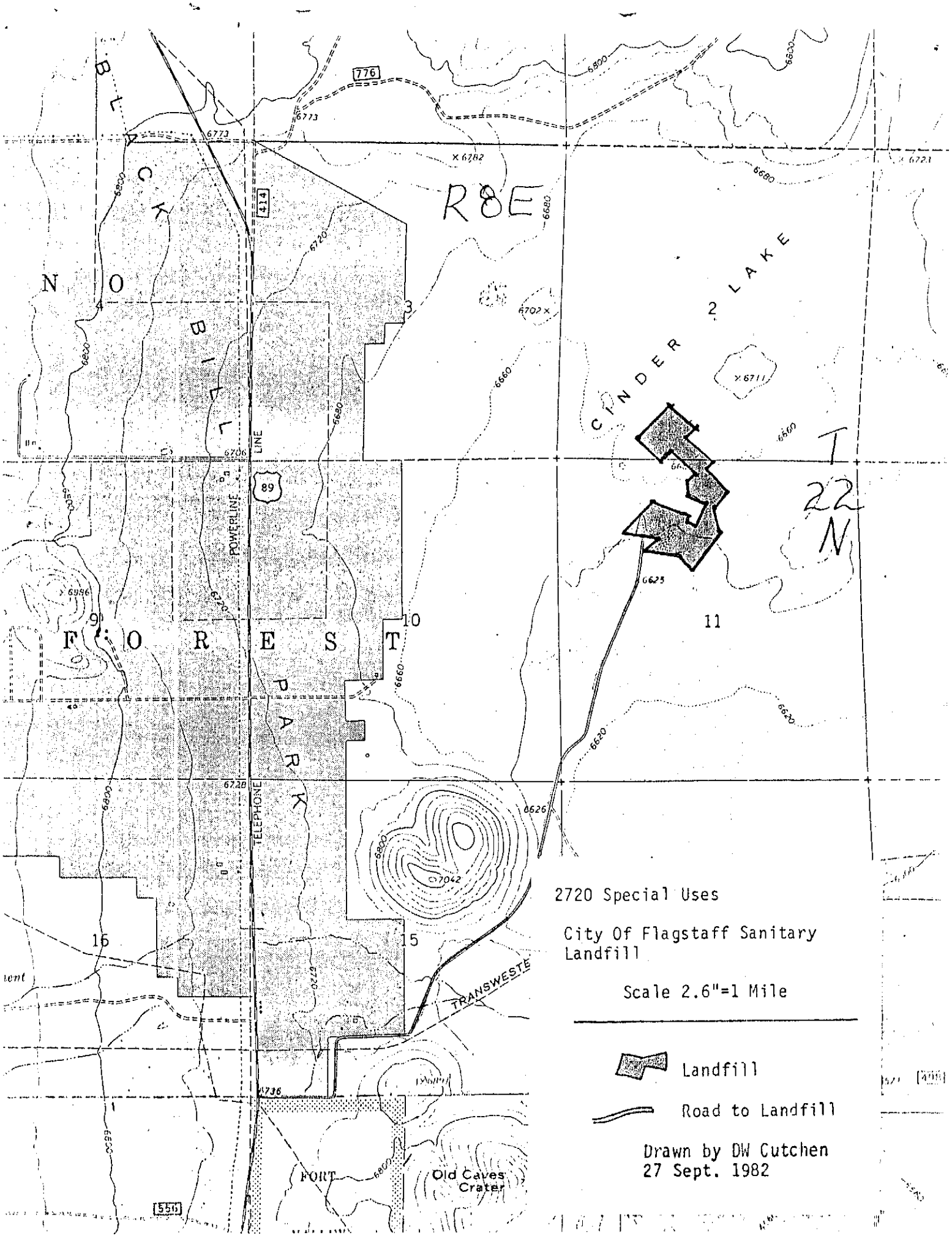
A. *Fire Prevention and Suppression*

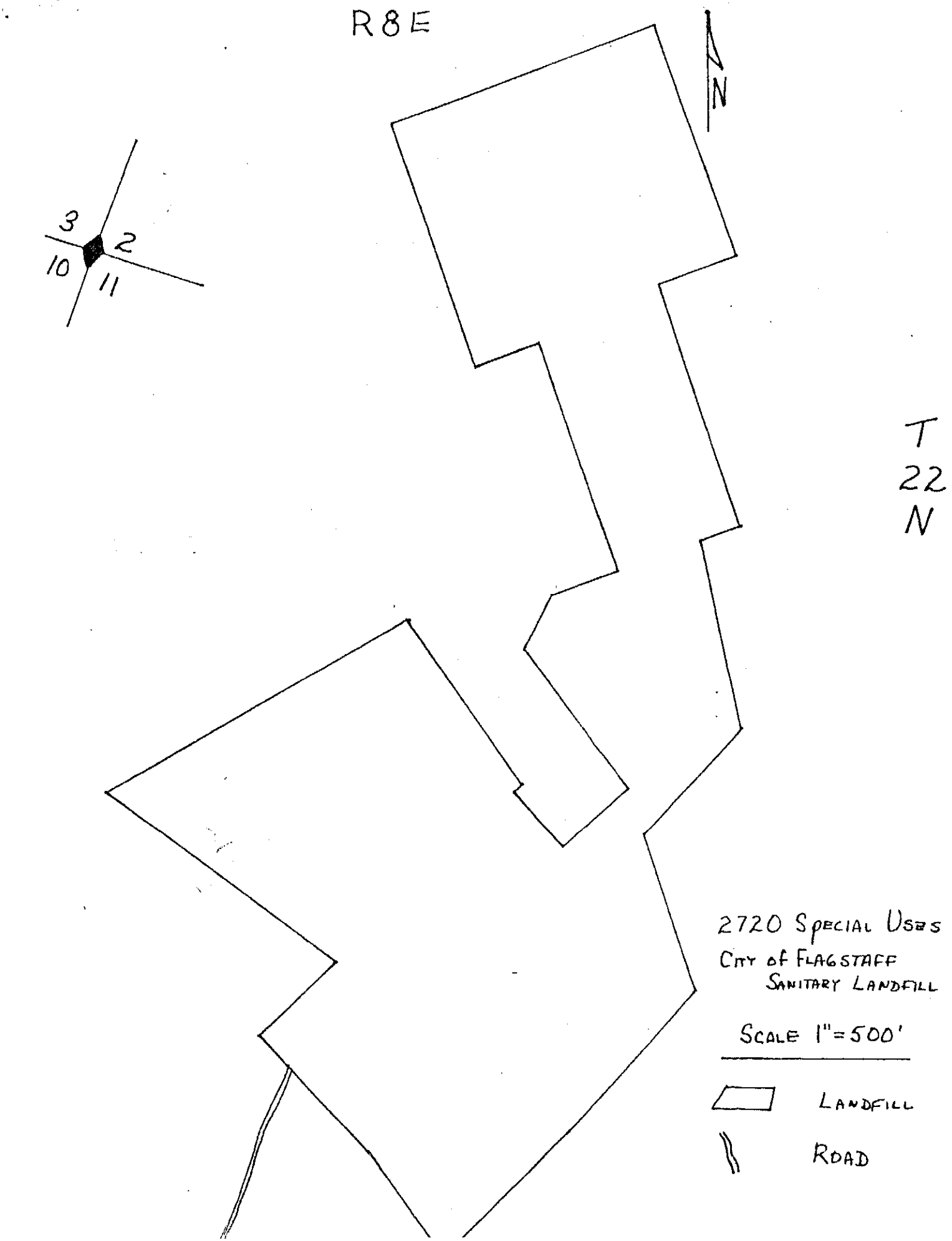
The permittee shall do everything reasonably within its power and shall require its employees, contractors, and employees of contractors to do everything reasonably within their power, both independently and upon request of the Forest Service to prevent and suppress fires on or near the lands to be occupied under this permit.

22. *MISCELLANEOUS*

A. *Archeological-Paleontological Discoveries*

If during excavation work, items of substantial archeological or paleontological value are discovered, or a known deposit of such items is disturbed, the permittee will cease excavation in the area so affected. He will then notify the Forest Service and will not resume excavation until written approval is given.


R8E
T 22 N
BLACK
NOBIAL
FOREST
CINDER LAKE
POWERLINE
TELEPHONE
PARK
LINE
776
414
89
9
10
11
15
16
TRANSWESTE
FORT
Old Caves Crater
2720 Special Uses
City Of Flagstaff Sanitary Landfill
Scale 2.6"=1 Mile
Landfill
Road to Landfill
Drawn by DW Cutchen
27 Sept. 1982


R8E
N
3
2
10
11
T
22
N
2720 Special Uses
City of Flagstaff
Sanitary Landfill
Scale 1"=500'
Landfill
Road

United States Department of Agriculture Forest Service	a. Record no. (1-2)	b. Region (3-4)	c. F
AMENDMENT FOR SPECIAL USE PERMIT Ref: FSM 2714	70	03	P 110 04
	d. District (7-8) 02	e. User number (9-12) 2723	f. Kind of use (13-15) 313
THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE ☐ TERM ☒ ANNUAL PERMIT	g. State (16-17) 04	h. County (18-20) 005	k. Card no. (21) 1

For Cinder Lake Sanitary Landfill (KIND OF PERMIT) issued to City of Flagstaff (NAME OF PERMITTEE), on 12/10/63 (DATE OF PERMIT)

which is hereby amended as follows: AMENDMENT #4

1. Clause 42 (Amendment #1) is deleted from the permit to allow the storage of abandoned motor vehicles at the landfill.

2. Abandoned vehicles stored at the landfill shall be cleared from the area at intervals not to exceed 3 months or more often if needed.

3. The permittee shall ensure that only the designated scrap metal operator will have salvage rights at the area.

4. Vehicle storage shall be limited to an area east of the existing trenches and near the north boundary of the landfill as shown on a map to be furnished to the Forest Service by the permittee.

5. Addition of 36.26±acre (described on attached plat) tract.

6. Addition of the 12'x16' cinder block scale house (plans attached).

7. That a fence (as described in clause #28 of the original permit) be constructed around the 36.26±acre tract.

8. Delete clause #22.

9. Change clause #23 to read, Trenches will be dug in a southeasterly to northwesterl direction and as deep as practical with a suggested minimum depth of 12 feet.

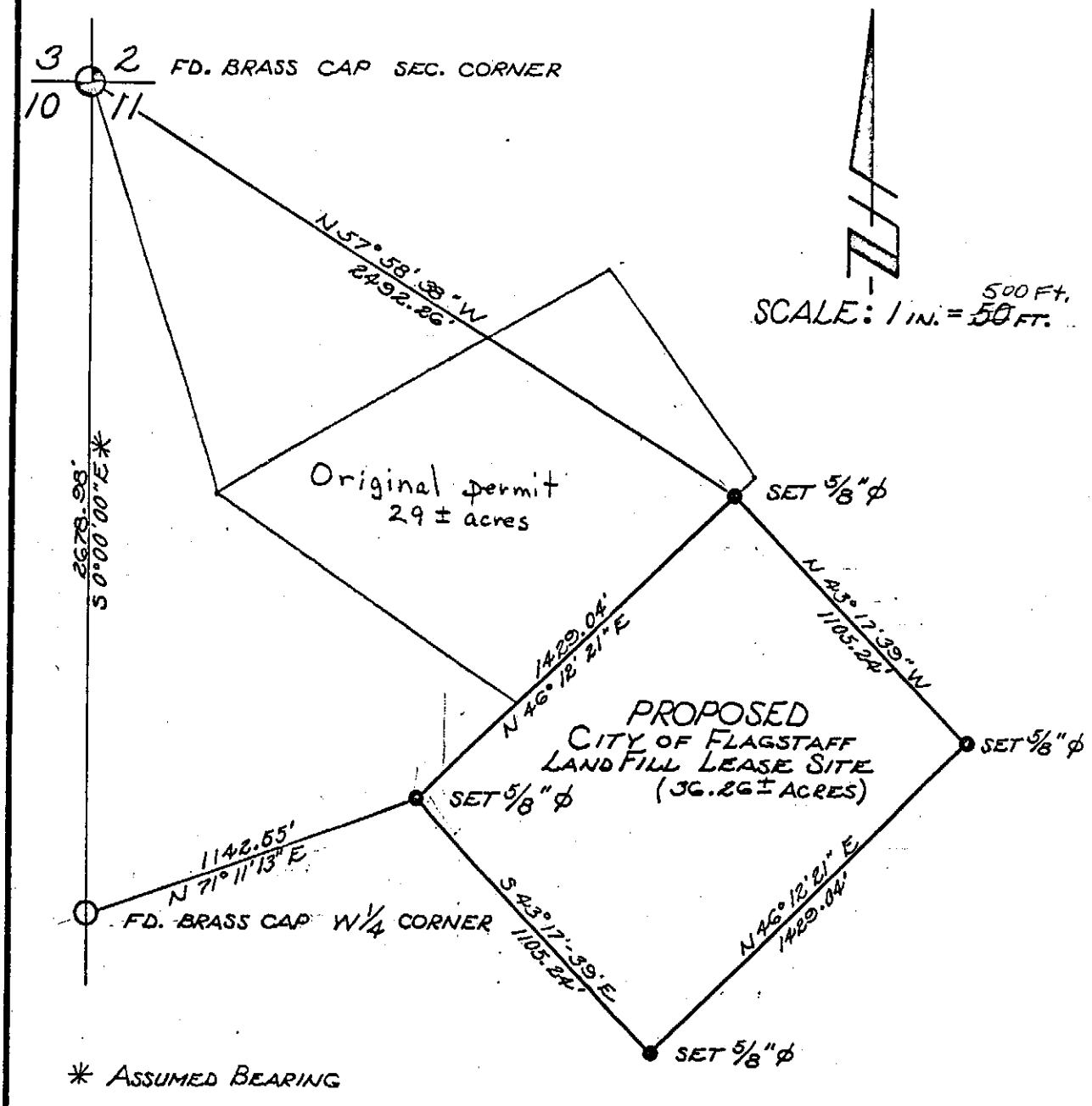
10. Change the last sentence of Clause #26 to read, Refuse in the trenches will be cov ered at least once daily except during times of highwind. The trenches will then be covered as often as necessary to prevent the blowing of paper, etc. Total acreage covered by this permit as amended to date 65.26±.

This Amendment is accepted subject to the conditions set forth herein, and to conditions N/A t N/A attached hereto and made a part of this Amendment.

	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER / TITLE	DATE
PERMITTEE	City of Flagstaff	X Dale Nations	
ISSUING OFFICER	NAME AND SIGNATURE	TITLE MICHAEL A. KERRICK Forest Supervisor	DATE

GPO 928-202

WO 2700-23 (3/72

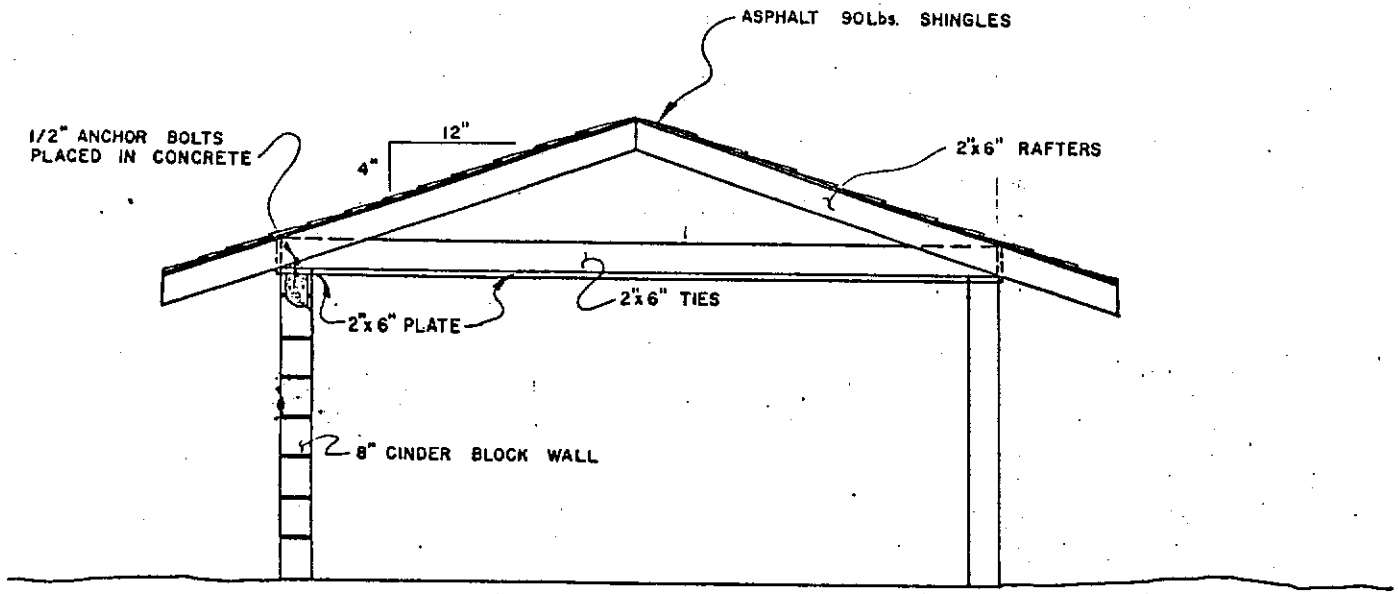


PROPOSED
CITY OF FLAGSTAFF LAND FILL
LEASE SITE

CITY OF FLAGSTAFF, ARIZON.

ENGINEERING DEPARTMEN

DRN. R. PENLAND	SECTION 11
DATE 12-30-1975	T22N, R8E



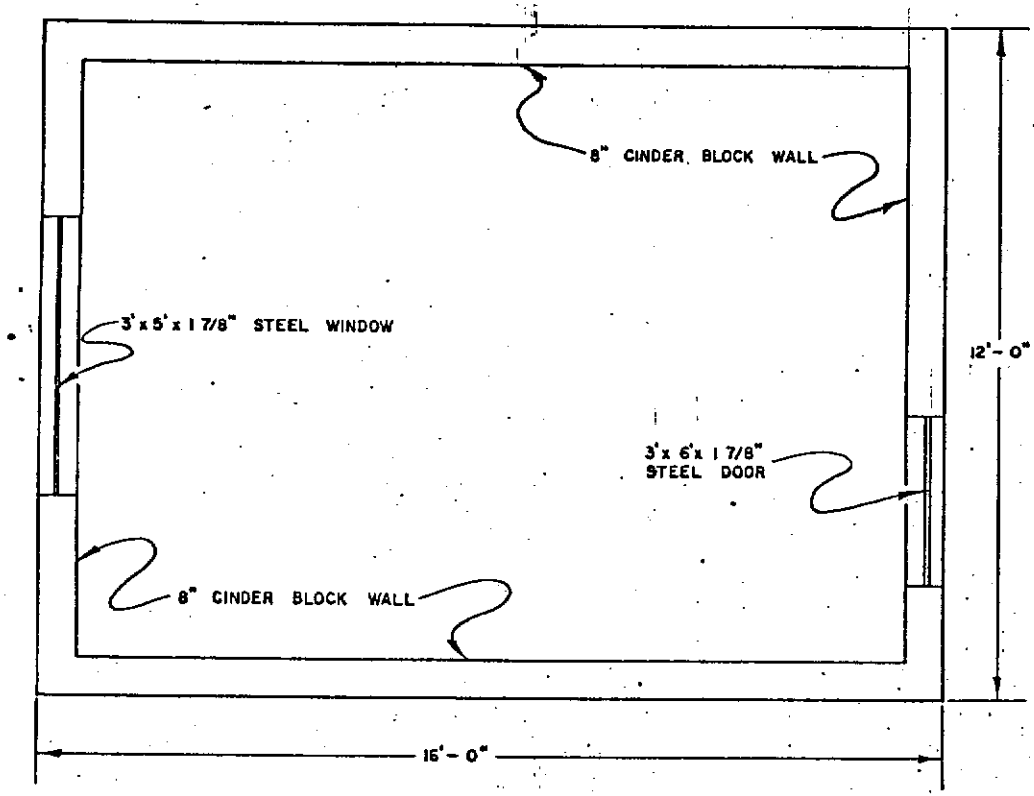
SCALE BUILDING
SANITARY LAND FILL

CITY OF FLAGSTAFF, ARIZONA

ENGINEERING DEPARTMENT

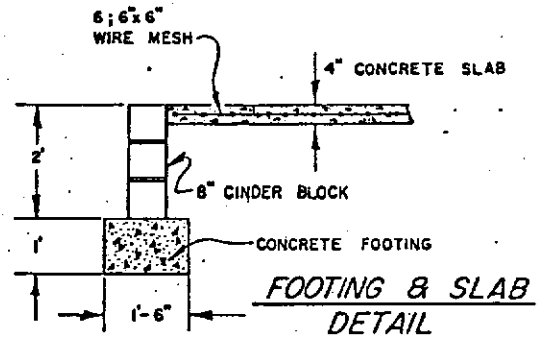
DRN. R.E. CONSONI | SECTION 11

DATE _____ | T22N, R8E



FLOOR PLAN

SCALE 1/2" = 1'



FOOTING & SLAB DETAIL

SCALE BUILDING SANITARY LAND FILL

CITY OF FLAGSTAFF, ARIZON

ENGINEERING DEPARTMEN

DRN. R.E.CONSONI

DATE

SECTION II

T22N, R8E

P 115

United States Department of Agriculture Forest Service **AMENDMENT FOR SPECIAL USE PERMIT Ref: FSM 2714**	a. Record no. (1-2) 70	b. Region (3-4) 03	c. Forest (5-6)
	d. District (7-8) 02	e. User number (9-12) 2723	f. Kind of use (13-15) 313
THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE [ ] TERM [X] ANNUAL PERMIT	g. State (16-17) 04	h. County (18-20) 005	k. Card no. (21) 1

For Cinder Lake Sanitary Landfill (KIND OF PERMIT) issued to City of Flagstaff (NAME OF PERMITTEE), on 12/10/63 (DATE OF PERMIT)

which is hereby amended as follows:

AMENDMENT #5

Subject permit boundary is hereby amended to include the 34.08 acre area within the survey plat titled "Cinder Lake Landfill, 1979 Lease Revision", by City of Flagstaff, 1/10/79.

This Amendment is accepted subject to the conditions set forth herein, and to conditions N/A to N/A attached hereto and made a part of this Amendment.

	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
PERMITTEE	City of Flagstaff	X TITLE Asst City Manager	
ISSUING OFFICER	NAME AND SIGNATURE Michael A. Kerrick by William L. Holmes	TITLE Forest Supervisor	DATE 12/12/79

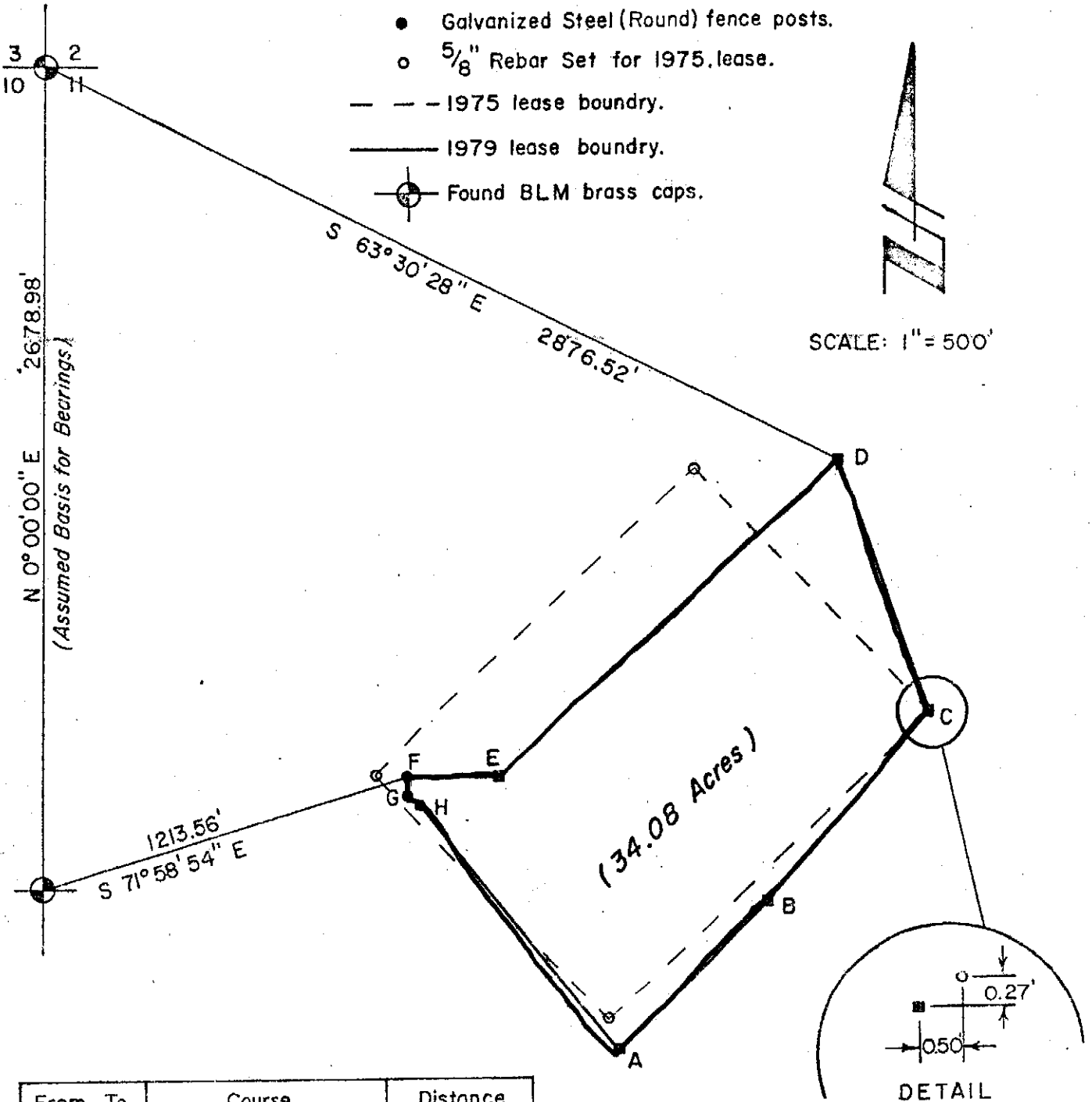
GPO 926-202

2700-23 (3/72)

DSV 9+15

LEGEND

- ■ "Angle Iron" corner fence posts.
- ● Galvanized Steel (Round) fence posts.
- o $\frac{5}{8}$" Rebar Set for 1975. lease.
- — — — 1975 lease boundry.
- ——— 1979 lease boundry.
- ⊕ Found BLM brass caps.



SCALE: 1" = 500'

From	To	Course	Distance
A	B	N 44° 28' 53" E	698.92'
B	C	N 40° 14' 51" E	790.00'
C	D	N 19° 20' 38" W	893.54'
D	E	S 47° 27' 25" W	1517.07'
E	F	N 88° 59' 47" W	302.74'
F	G	S 2° 29' 31" E	70.07'
G	H	S 57° 14' 58" E	46.95'
H	A	S 39° 06' 20" E	1068.16'

CINDER LAKE LANDFILL
1979 LEASE REVISION

CITY OF FLAGSTAFF, ARIZONA

ENGINEERING DEPARTMENT

DRN. REID PENLAND

DATE 1-10-1979

Section 11

T. 22 N., R. 8 E.

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
Elden Ranger District
2519 East Seventh Avenue
Flagstaff, Arizona 86001

2720

January 15, 1980

City of Flagstaff
P.O. Box 1208
Flagstaff, Arizona 86001

Dear Sir:

Enclosed is your signed copy of Amendment #5, authorizing the use of land area within the survey boundary. This amends your special use permit of 12/10/63.

Sincerely,

STANLEY H. GRUNEWALD
District Ranger

Enclosure

6200-11 (1/69)

P
178

United States Department of Agriculture Forest Service	a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
AMENDMENT #7 FOR SPECIAL USE PERMIT Ref: FSM 2714	70	03	04
	d. District (7-8)	e. User number (9-12)	f. Kind of use (13-15)
	02	2723	313
THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE [ ] TERM [X] ANNUAL PERMIT	g. State (16-17)	h. County (18-20)	k. Card no. (21)
	04	005	1

For Cinder Lake Sanitary Landfill (KIND OF PERMIT) issued to City of Flagstaff (NAME OF PERMITTEE), on 12/10/63 (DATE OF PERMIT)

which is hereby amended as follows:

Subject boundary is hereby amended to include an additional 60 feet of land on the east side of the landfill, as shown on the survey plot titled "Exhibit" by the City of Flagstaff dated 3-16-81, revised 7-23-81.

This Amendment is accepted subject to the conditions set forth herein, and to conditions _____ to _____ attached hereto and made a part of this Amendment.

	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
PERMITTEE	City of Flagstaff	TITLE Gene Gelpin	8-5-81
	NAME AND SIGNATURE	TITLE	DATE
ISSUING OFFICER	William L Holmes	Deputy Forest Supervisor	7/30/81

GPO 926-202

2700-23 (3/72)

Auth ID: FLG246
Contact Name: CITY OF FLAGSTAFF
Use Code: 751, 915

FS-2700-9f (09/2020)
OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

PUBLIC ROAD EASEMENT

AUTHORITY:
National Forest Roads and Trails Act, 16 U.S.C. 532-538

This public road easement (hereinafter "easement"), dated June 13, 2023, is granted by the United States, acting through the United States Department of Agriculture, Forest Service (hereinafter "grantor"), to CITY OF FLAGSTAFF, of the State of AZ (hereinafter "grantee").

The grantor hereby grants to the grantee, subject to existing easements and other valid existing rights, a non-exclusive, permanent easement for construction, reconstruction, operation, and maintenance of a public road for a state or county highway that is wholly or partly within or adjacent to and serving the National Forest System that the Forest Service determines is necessary for the protection, administration, and utilization of the National Forest System and the use and development of its resources (hereinafter "public road"). The grantee shall record this easement within 90 days of the date it is granted and shall provide a copy of the recorded easement to the authorized officer.

In consideration of this permanent easement, the grantee is providing a reciprocal benefit to the grantor in the form of construction, as needed, operation, and maintenance of the public road.

This easement is located on lands in the County of Coconino, State of Arizona.

This easement is 60 (30-feet from centerline) feet wide and 12,298.44 feet long and covers approximately 16.94 acres in the Sec. 15, T. 22 N., R. 8 E., GILA AND SALT RIVER MERIDIAN, Sec. 11, T. 22 N., R. 8 E., GILA AND SALT RIVER MERIDIAN, ("the easement area"), as shown on the map attached as an appendix to this easement. This and any other appendices are hereby incorporated into this easement.

I. GENERAL TERMS

A. AUTHORITY. This easement is issued pursuant to the National Forest Roads and Trails Act, 16 U.S.C. 532-538, and 36 CFR Part 212, Subpart A, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Regional Forester or Forest or Grassland Supervisor with delegated authority pursuant to Forest Service Manual 2700.

C. AMENDMENT. This easement may be amended at any time by written agreement of the grantor and the grantee.

D. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this easement, the grantee shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the easement area, to the extent they do not conflict with federal law, regulation, or policy. The grantor assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

E. RESERVATIONS. All rights not specifically and exclusively granted to the grantee are reserved to the grantor, including:

1. The right of access to the easement area, including a continuing right of physical entry to the easement area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation.

2. The right to use or authorize others to use any portion of the easement area for non-highway purposes, provided that such use does not interfere with the free flow of traffic or impair the full use and safety of the public road.

3. The right to locate Forest Service and other U.S. Department of Agriculture informational signs inside the easement area and outside the cuts and fills for the public road.

4. The right to administer and dispose of all natural resources, including timber, in the easement area, subject to the grantee's right to cut vegetation under clause III.D.

F. ASSIGNABILITY. This easement is not assignable.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this easement gives or implies permission to build or maintain any structure or facility or to conduct any activity unless specifically provided for in this easement. Any use not specifically authorized by this easement must be proposed in accordance with 36 CFR 251.54 or 251.61. Approval of such a proposed use through issuance of a new easement or easement amendment is at the sole discretion of the authorized officer.

B. DRAWINGS. All drawings for construction or reconstruction of the public road, as well as revisions to those drawings, must be prepared by a professional engineer, architect, landscape architect, or other qualified professional acceptable to the authorized officer. These drawings and drawing revisions must have written approval from the authorized officer before they are implemented. The grantee shall not establish any borrow, sand, or gravel pits; stone quarries; permanent storage areas; road operation and maintenance facilities; camps; supply depots; or disposal sites in the easement area, unless shown on approved construction drawings or otherwise approved by the authorized officer. The authorized officer may require the grantee to furnish as-built drawings, maps, or surveys upon completion of the work.

III. OPERATIONS

A. CONSTRUCTION, RECONSTRUCTION, OPERATION, AND MAINTENANCE OF THE PUBLIC ROAD. The grantee shall have the right and obligation to construct, reconstruct, operate, and maintain the public road for a state or county highway consistent with applicable state law for public highways. The Forest Service assumes no responsibility for construction, reconstruction, operation, and maintenance of the public road.

B. NONDISCRIMINATION. The grantee and its assignees, agents, employees, contractors, and lessees shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the grantee and its assignees, agents, employees, contractors, and lessees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended. The grantee shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this easement. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

C. RESOURCE PROTECTION DURING ROAD MAINTENANCE. The grantee shall conduct any maintenance of the public road so as to avoid damaging adjacent National Forest System lands.

D. PREVENTION AND CONTROL OF SOIL EROSION. Consistent with applicable federal and state highway safety standards, the grantee shall provide for prevention and control of soil erosion in the easement are and on adjacent National Forest System lands that may occur during construction, operation, and maintenance of the public road, including maintenance of any terracing, water bars, leadoff ditches, or other preventive works and reshaping of slopes following slides that may be necessary to control or prevent soil erosion and disposal of any associated waste. The grantee shall vegetate and keep vegetated with species approved by the authorized officer all earth cut or fill slopes feasible for revegetation and any other locations in which ground cover is destroyed.

E. CUTTING, DISPOSAL, AND PLANTING OF VEGETATION. This easement does not authorize the cutting of trees, brush, shrubs, and other plants ("vegetation"). Vegetation may be cut, destroyed, or trimmed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be cut, destroyed, or trimmed. The grantee shall notify the authorized officer when approved cutting, destruction, or trimming of vegetation has been completed. The Forest Service shall determine in advance of felling the method of disposal of trees felled in the easement area that meet utilization standards. Disposal may be by sale or without charge per 36 CFR Part 223, as may be most advantageous to the United States. Debris from felling that does not meet utilization standards shall also be disposed of according to methods determined by the Forest Service. Planting of vegetation in the easement area must have prior written approval from the authorized officer.

IV. RIGHTS AND LIABILITIES

A. VALID EXISTING RIGHTS. This easement is subject to all valid existing rights. Valid existing rights include those derived from mining and mineral leasing laws of the United States. The grantor is not liable to the grantee for the exercise of any such right.

B. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this easement do not intend to confer any rights on any third party as a beneficiary under this easement.

C. NO WARRANTY OF ACCESS, AREA SUITABILITY, OR SERVICES. This easement authorizes the use and occupancy of lands or easements of the grantor for the purposes identified in this easement. The Forest Service does not make any express or implied warranty of access to the easement area, of the suitability of the easement area for the authorized uses, or for the furnishing of road or trail maintenance, other than as expressly provided for in this easement; water; fire protection services; search and rescue services; or any other services by a government agency, utility, association, or individual.

D. RISK OF LOSS. The grantee assumes all risk of loss to the easement area, in whole or in part, due to public health and safety or environmental hazards. Loss of use and occupancy of the easement area may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), environmental contamination, avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If the authorized officer determines that any portions of the easement area cannot be safely occupied due to a public health or safety or environmental hazard, this easement shall terminate as to those portions of the easement area. Termination under this clause shall not give rise to any claim for damages, including lost profits, by the grantee against the Forest Service.

E. DAMAGE TO UNITED STATES PROPERTY. The grantee has an affirmative duty to protect from damage the land, property, and other interests of the United States that are associated with the use and occupancy authorized by this easement. Damage includes but is not limited to destruction of or damage to National Forest System lands, fire suppression costs, and destruction of or damage to federally owned improvements.

1. The grantee shall be liable for all injury, loss, or damage, including fire suppression costs, prevention and control of the spread of invasive species, and the costs of rehabilitation or restoration of natural resources, resulting from the grantee's use and occupancy of the easement area. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs.

2. The grantee shall be liable for damage to all roads and trails of the United States caused by use of the grantee or the grantee's heirs, assignees, agents, employees, or contractors to the same extent as provided under clause IV.E.1, except that liability shall not include reasonable and ordinary wear and tear.

F. ENVIRONMENTAL PROTECTION

1. Compliance with Environmental Laws. The grantee shall in connection with the use and occupancy authorized by this easement comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

2. Definition of Hazardous Material. For purposes of clause IV.F, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of CERCLA, 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

3. Oil Discharges and Release of Hazardous Materials. The grantee shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the easement area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153 and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The grantee shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the easement area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

4. Remediation of Release of Hazardous Materials. The grantee shall remediate any release, threat of release, or

discharge of hazardous materials that occurs in connection with the grantee's activities in the easement area, including activities conducted by the grantee's agents, employees, or contractors and regardless of whether those activities are authorized under this easement. The grantee shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The grantee shall perform the remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this easement, the grantee shall deliver the easement area to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

G. INDEMNIFICATION OF THE UNITED STATES. The grantee shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the grantee in connection with the use and occupancy authorized by this easement. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the grantee or the grantee's heirs, assignees, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this easement which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any hazardous material into the environment. The authorized officer may prescribe terms that allow the grantee to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in combination with or as an alternative to monetary indemnification.

V. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION. The authorized officer may revoke all or part of this easement:

1. By condemnation; or

2. Based on a finding of abandonment of the easement after a continuous 5-year period of non-use, provided:

(a) The easement or segment of the easement is not being preserved for prospective future use;

(b) The authorized officer gives the grantee written notice of the revocation; and

(c) If the grantee administratively appeals the revocation within 60 days of receipt of the notice, the revocation is upheld on appeal.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this easement in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The grantee may request an onsite review with the authorized officer's superior of the adverse conditions prompting the suspension. The authorized officer's superior shall grant this request within 48 hours. Following the onsite review, the authorized officer's superior shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this easement, other than revocation or suspension decisions, are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation of this easement for non-use is subject to administrative appeal pursuant to 7 CFR Part 1, Subpart H, as amended, provided the grantee files an appeal within 60 days of receipt of the notice of revocation. Immediate suspension under clause V.B is subject to administrative appeal pursuant to 7 CFR Part 1, Subpart H, as amended. Revocation or suspension of this easement shall not give rise to any claim for damages by the grantee against the grantor.

D. TERMINATION. This easement shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Termination of this easement shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this easement is not subject to administrative appeal and shall not give rise to any claim for damages by the grantee against the grantor. This easement shall terminate:

1. If the grantee does not record this easement in each county where the lands underlying this easement are located within 90 days of the date this easement is granted; or

2. All or in part, upon the written agreement of the grantor and the grantee.

VI. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this easement either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The grantor and the grantee shall keep each other informed of current mailing addresses.

C. SUPERIOR CLAUSES. If there is any conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

D. Cultural Resources Protection (D001RO). The holder, contractor, or lessee shall be responsible for the protection from damage of all identified cultural resources within the area which may be affected by their actions. In addition, the holder, contractor, or lessee shall be liable for all damage or injury to the identified cultural resources caused by their actions. The holder, contractor, or lessee shall immediately notify the agency Project Administrator if any damage occurs to any cultural resource and immediately halt work in the area in which damage has occurred until approval to proceed has been granted by the Project Administrator after consultation with the Forest Archeologist. All provisions of the Region 3 Cultural Resources Damage Assessment Handbook are incorporated by reference herein.

E. Native American Grave Protection and Repatriation Act (X003RO). Pursuant to the Native American Grave Protection and Repatriation Act (NAGPRA) 25 USC 3002(d); 43 CFR Part 10.4, if any human remains, funerary objects, sacred objects, or objects of cultural patrimony are discovered during the course of ground disturbing activity, the holder will immediately cease activity in the area of the discovery and will make a reasonable effort to protect the remains and objects. The holder will provide immediate telephone notification of the discovery to the Forest Service, and will follow up with written confirmation to the authorized officer. The holder will not resume the activity that resulted in the discovery until the authorized officer gives written approval. Approval to resume the activity, if otherwise lawful, will be given thirty (30) days after certification by the authorized officer of the holder's written confirmation of the discovery, or at any time that a written binding agreement is executed between the Forest Service and the affiliated tribes adopting a recovery plan for the remains and objects.

THIS EASEMENT IS GRANTED SUBJECT TO ALL ITS TERMS.

BEFORE THIS EASEMENT IS GRANTED, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE STATE OR COUNTY PUBLIC ROAD AUTHORITY TO BIND IT TO THE TERMS OF THIS EASEMENT.

On 05/22/2023, I, the grantee, have read, understood, and accepted the terms of this easement.

Greg Clifton — 5/22/23

GREG CLIFTON — DATE
City Manager
City of Flagstaff, AZ

STATE OF Arizona
Coconino COUNTY

On 05/22/2023, before me, a notary public in the State of Arizona, personally appeared GREG CLIFTON, known to me to be the person who signed this easement as the grantee.

Notary Public for the State of Arizona
My commission expires 09/15/2023

MORGAN B. MULLANEY
Notary Public
Commission Number 570284
Expires: September 15, 2023
Coconino County

On June 13, 2023, the United States, through the United States Department of Agriculture, Forest Service, has executed this easement pursuant to delegations of authority in 7 CFR 2.60(a)(2), 36 CFR 251.52, and FSM 2732.04c.

Auth ID: FLG246
Contact Name: CITY OF FLAGSTAFF
Use Code: 751, 915

FS-2700-9f (09/2020)
OMB No. 0596-0082

UNITED STATES OF AMERICA

6/13/2023

AARON W. MAYVILLE
Forest Supervisor
Coconino National Forest
USDA Forest Service

DATE

STATE OF Arizona
Coconino COUNTY

On June 13, 2023, before me, a notary public in the State of Arizona, personally appeared Aaron Mayville, Forest Supervisor Coconino National Forest, known to me to be the person who signed this easement as the grantee.

Diana Pennington
Notary Public for the State of Arizona
My commission expires Dec. 14, 2026

DIANA LYNN PENNINGTON
Notary Public - Arizona
Coconino County
Commission # 642160
My Comm. Expires Dec 14, 2026

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TYY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

City of Flagstaff
FLG246
Public Road Easement
USDA Forest Service

Attest:

Stacy Saltzburg
City Clerk

Approved as to form:

022914
City Attorney

EXHIBIT 'A'

LEGAL DESCRIPTION

A portion of Section 10, Section 11, Section 15, and Section 22, Township 22 North, Range 8 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at a 3-inch USDI-BLM Brass cap in a hand hole at the northwest corner of said Section 22, from which a 3-inch USDI-BLM brass cap marked 'W-W 1/64 S15 | S22' bears South 89°57'30" East, 662.00 feet (Basis of Bearing), said point being in common with the south line of the Johnson Ranch Phase 1 Subdivision as shown on Instrument Number 3775137, Official Records of Coconino County;

Thence along the north line of said Section 22, South 89°57'30" East, 70.11 feet to a point in common with the easterly Right-of-Way line of U.S. Highway 89 and said south line of the Johnson Ranch Phase 1 Subdivision, and the **TRUE POINT OF BEGINNING;**

Thence along said south line, South 89°57'30" East, 591.89 feet to a 3-inch USDI-BLM brass cap marked 'W-W 1/64 S15 | S22';

Thence continuing along said south line, North 89°55'58" East, 207.64 feet to a 3-inch USDI-BLM brass cap marked 'COR 13 HES 374';

Thence continuing along said south line, North 89°40'59" East, 55.50 feet to a 3-inch USDI-BLM brass cap marked 'COR 23 HES 374';

Thence continuing along said south line, South 89°51'23" East, 379.92 feet to the beginning of a non-tangent curve concave to the northwest, having a radius of 351.00 feet and a central angle of 42°16'03" and being subtended by a chord which bears South 68°54'48" West, 253.10 feet;

Thence leaving said south line, and southwesterly along said curve, 258.94 feet;

Thence North 0°02'50" East, 10.00 feet;

Thence North 89°57'10" West, 997.22 feet to a point on said easterly Right-of-Way line of U.S. Highway 89, and the beginning of a non-tangent curve concave to the west, having a radius of 5796.00 feet and a central angle of 0°48'06" and being subtended by a chord which bears North 1°07'08" West, 81.09 feet;

Thence along said Right-of-Way line, and northerly along said curve, 81.09 feet to the **TRUE POINT OF BEGINNING;**

Containing 2.02 acres, more or less, with an approximate alignment length of 1,156 feet.

See Exhibit 'B-1' attached hereto and made a part hereof.

Parcel 2:

Commencing at a 3-inch USDI-BLM brass cap marked 'COR 18 HES 374' on the south line of the Johnson Ranch Phase 2 Subdivision as shown on Instrument Number 3867730, Official Records of Coconino County, from which a 3-inch USDI-BLM brass cap marked 'C-N-S-S 1/256' at the southeast corner of said Johnson Ranch Phase 2 Subdivision bears South 89°45'47" East, 1291.79 feet (Basis of Bearing);

Thence along said south line, South 89°45'47" East, 154.64 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said south line, South 89°45'47" East, 1137.15 feet to a 3-inch USDI-BLM brass cap marked 'C-N-S-S 1/256' at the southeast corner of said Johnson Ranch Phase 2 Subdivision;

Thence along the east line of said Johnson Ranch Phase 2 Subdivision, and the North-South midsection line of said Section 15, North 1°24'54" West, 111.92 feet to the beginning of a non-tangent curve concave to the northwest, having a radius of 250.00 feet and a central angle of 15°38'37" and being subtended by a chord which bears North 30°09'16" East, 68.05 feet;

Thence leaving said midsection line, and said east line, and northeasterly along said curve, 68.26 feet;

Thence North 22°19'57" East, 868.86 feet to the beginning of a tangent curve concave to the southeast, having a radius of 350.00 feet and a central angle of 28°01'42";

Thence northeasterly along said curve, 171.22 feet;

Thence North 49°51'53" East, 396.77 feet to the beginning of a tangent curve concave to the southeast, having a radius of 2050.00 feet and a central angle of 6°47'00";

Thence northeasterly along said curve, 242.70 feet;

Thence North 56°38'53" East, 799.00 feet to the beginning of a tangent curve concave to the northwest, having a radius of 250.00 feet and a central angle of 23°36'00";

Thence northeasterly along said curve, 102.97 feet;

Thence North 33°02'53" East, 342.82 feet to the beginning of a tangent curve concave to the northwest, having a radius of 450.00 feet and a central angle of 10°09'00";

Thence northeasterly along said curve, 79.72 feet;

Thence North 22°53'53" East, 501.06 feet to the beginning of a tangent curve concave to the northwest, having a radius of 450.00 feet and a central angle of 8°57'00";

Thence northeasterly along said curve, 70.29 feet;

Thence North 13°56'53" East, 1693.78 feet to the beginning of a tangent curve concave to the southeast, having a radius of 350.00 feet and a central angle of 18°24'00";

Thence northeasterly along said curve, 112.40 feet;

Thence North 32°20'53" East, 641.16 feet to the beginning of a tangent curve concave to the northwest, having a radius of 450.00 feet and a central angle of 12°15'00";

Thence northeasterly along said curve, 96.21 feet;

Thence North 20°05'53" East, 326.51 feet to the beginning of a tangent curve concave to the northwest, having a radius of 950.00 feet and a central angle of 6°55'00";

Thence northeasterly along said curve, 114.68 feet;

Thence North 13°10'53" East, 553.88 feet to the beginning of a tangent curve concave to the southeast, having a radius of 483.81 feet and a central angle of 31°22'42";

Thence northeasterly along said curve, 264.96 feet;

Thence North 24°30'53" East, 312.32 feet to a point on the westerly line of the Cinder Lake Townsite as shown on Instrument Number 3576930, Official Record of Coconino County, Arizona;

Thence along said westerly line, South 1°10'04" West, 403.26 feet;

Thence leaving said westerly line, South 51°02'27" West, 128.60 feet to the beginning of a tangent curve concave to the southeast, having a radius of 224.00 feet and a central angle of 37°51'34";

Thence southwesterly along said curve, 148.01 feet;

Thence South 13°10'53" West, 478.59 feet to the beginning of a tangent curve concave to the northwest, having a radius of 1040.00 feet and a central angle of 6°55'00";

Thence southwesterly along said curve; 125.55 feet;

Thence South 20°05'53" West, 326.51 feet to the beginning of a tangent curve concave to the northwest, having a radius of 540.00 feet and a central angle of 12°15'00";

Thence southwesterly along said curve, 115.45 feet;

Thence South 32°20'53" West, 641.16 feet to the beginning of a tangent curve concave to the southeast, having a radius of 260.00 feet and a central angle of 18°24'00";

Thence southwesterly along said curve, 83.50 feet;

Thence South 13°56'53" West, 1693.78 feet to the beginning of a tangent curve concave to the northwest, having a radius of 540.00 feet and a central angle of 8°57'00";

Thence southwesterly along said curve, 84.35 feet;

Thence South 22°53'53" West, 501.06 feet to the beginning of a tangent curve concave to the northwest, having a radius of 540.00 feet and a central angle of 10°09'00";

Thence southwesterly along said curve, 95.66 feet;

Thence South 33°02'53" West, 264.59 feet;

Thence South 56°57'07" East, 10.00 feet;

Thence South 33°02'53" West, 78.23 feet to the beginning of a tangent curve concave to the northwest, having a radius of 350.00 feet and a central angle of 23°36'00";

Thence southwesterly along said curve, 144.16 feet;

Thence South 56°38'53" West, 799.00 feet to the beginning of a tangent curve concave to the southeast, having a radius of 1950.00 feet and a central angle of 6°47'00";

Thence southwesterly along said curve, 230.86 feet;

Thence South 49°51'53" West, 280.00 feet;

Thence North 40°08'07" West, 10.00 feet;

Thence South 49°51'53" West, 116.77 feet to the beginning of a tangent curve concave to the southeast, having a radius of 260.00 feet and a central angle of 27°31'35";

Thence southwesterly along said curve, 124.91 feet;

Thence South 67°40'03" East, 30.01 feet;

Thence South 22°19'57" West, 70.00 feet;

Thence North 67°40'03" West, 30.00 feet;

Thence South 22°19'57" West, 801.92 feet;

Thence South 67°40'03" East, 11.00 feet to the beginning of a non-tangent curve concave to the northwest, having a radius of 351.00 feet and a central angle of 67°35'10" and being subtended by a chord which bears South 56°07'33" West, 390.45 feet;

Thence southwesterly along said curve, 414.04 feet;

Thence South 89°55'08" West, 758.40 feet to the beginning of a tangent curve concave to the southeast, having a radius of 249.00 feet and a central angle of 90°47'47";

Thence southwesterly along said curve, 394.59 feet;

Thence South 0°52'39" East, 371.14 feet to the beginning of a tangent curve concave to the northwest, having a radius of 351.00 feet and a central angle of 44°19'35";

Thence southwesterly along said curve, 271.55 feet to a point on the east line of the Johnson Ranch Phase 1 Subdivision as shown on Instrument Number 3775137, Official Records of Coconino County;

Thence along said east line, North 1°33'00" West, 777.14 feet to the beginning of a tangent curve concave to the southeast, having a radius of 180.00 feet and a central angle of 91°47'13";

Thence northeasterly along said curve, 288.36 feet to the **TRUE POINT OF BEGINNING;**

Containing 21.41 acres, more or less, with an approximate alignment length of 9,591 feet.

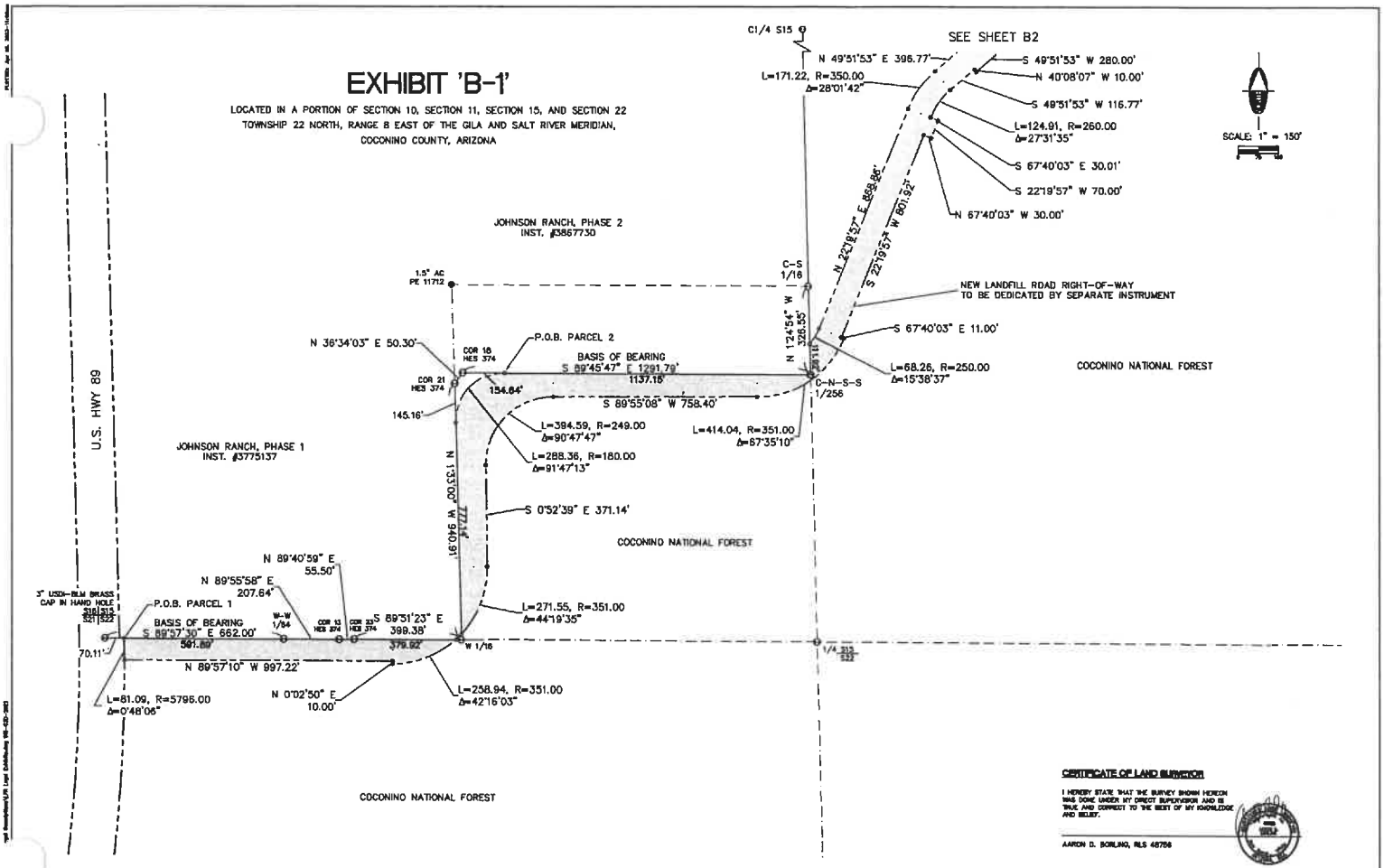
See Exhibit 'B-1' through 'B-3' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az



EXHIBIT 'B-1'

LOCATED IN A PORTION OF SECTION 10, SECTION 11, SECTION 15, AND SECTION 22
TOWNSHIP 22 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

AARON D. BORLING, RLS 48756

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

NO.	DESCRIPTION	DATE	BY

Shepherd Wesnitzer, Inc.

110 West Dale Ave
Flagstaff, Az 86001
928.773.0354
928.774.8854 Fax
www.swiaz.com

JOB NO.	220403
DATE	MAR. 2022
SCALE	1" = 150'
DRAWN	SWI
DESIGNED	
CHECKED	ADB

LANDFILL ROAD — COCONINO COUNTY, ARIZONA

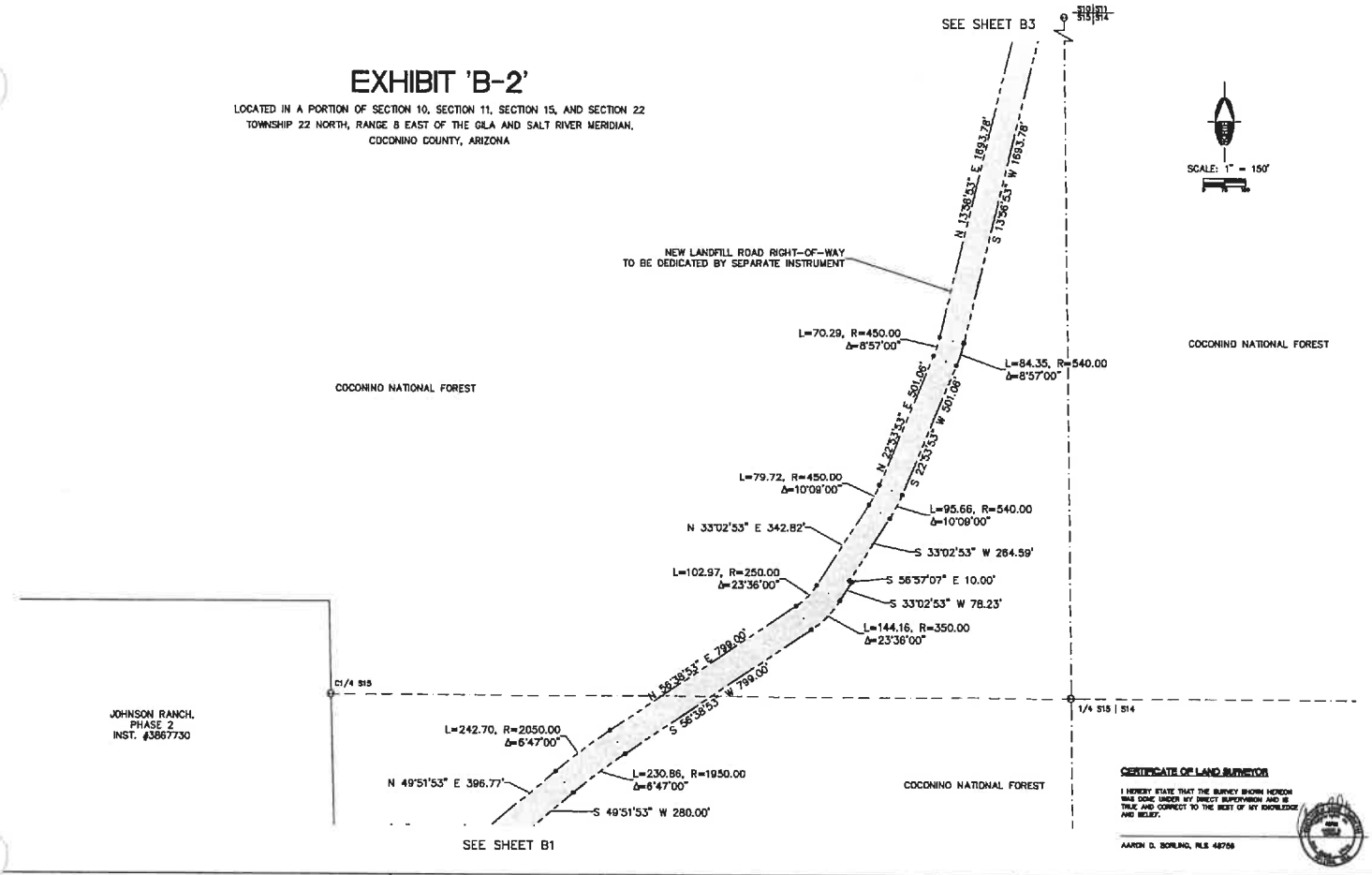
LEGAL EXHIBIT

DRAWING NO. B1

SHT NO. 5 OF 7

EXHIBIT 'B-2'

LOCATED IN A PORTION OF SECTION 10, SECTION 11, SECTION 15, AND SECTION 22
TOWNSHIP 22 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

AARON D. BORLING, RLS 48758

1-800-STAKE-IT

NO.	DESCRIPTION	DATE	BY

Shepherd · Wesnitzer, Inc.
110 West Dale Ave
Flagstaff, AZ 86001
928.773.0004
928.774.8634 fax

LANDFILL ROAD — COCONINO COUNTY, ARIZONA

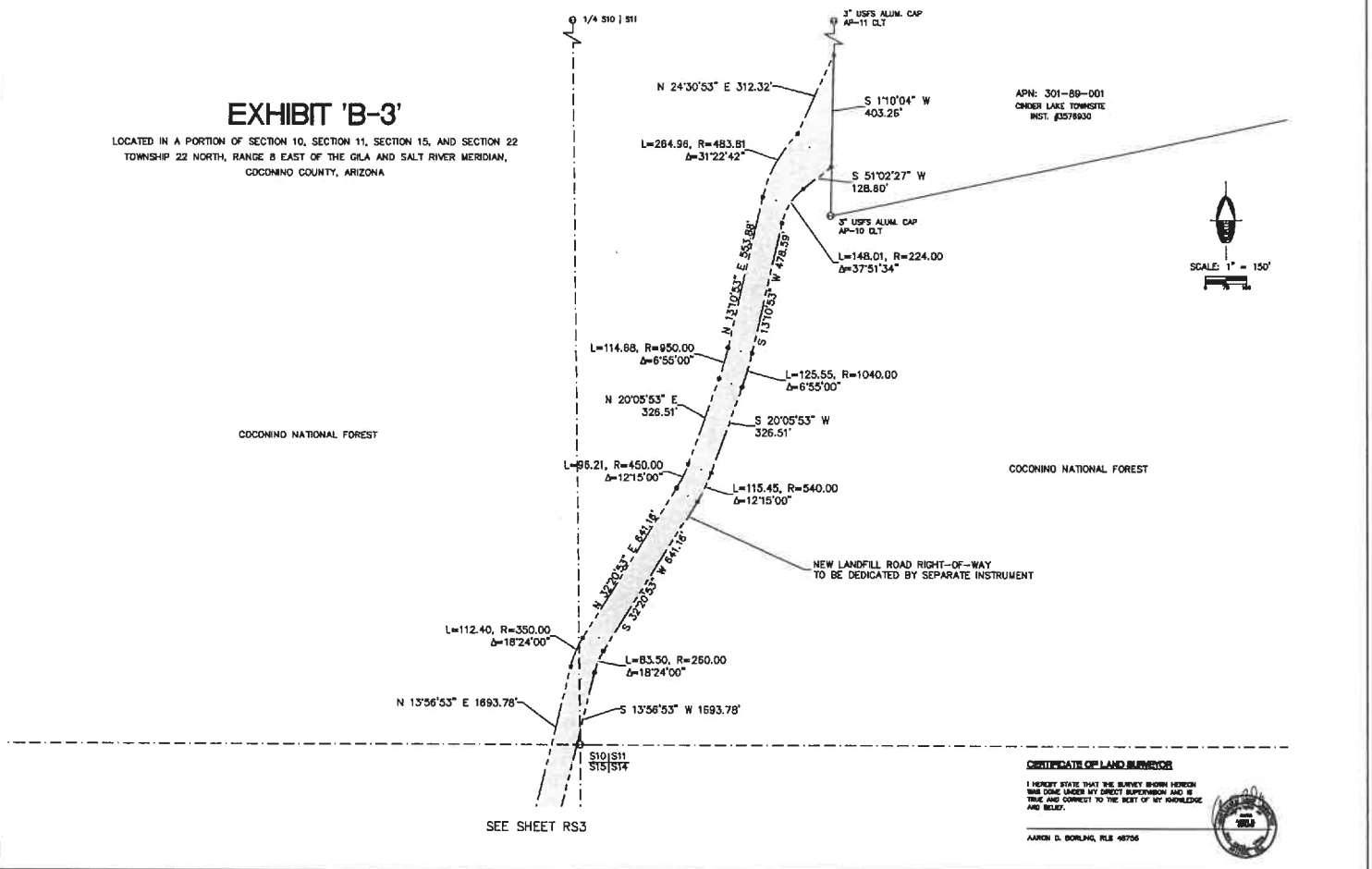
LEGAL EXHIBIT

DRAWING NO. B2

SHT NO. 6 OF 7

EXHIBIT 'B-3'

LOCATED IN A PORTION OF SECTION 10, SECTION 11, SECTION 15, AND SECTION 22 TOWNSHIP 22 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



SEE SHEET RS3

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

AARON D. BORLING, RLS 48756

1-800-STAKE-IT

NO.	DESCRIPTION	DATE	BY

Shepherd Wesnitzer, Inc.
110 West Dale Ave
Flagstaff, Az 86001
928.773.0094
928.774.8804 fax
www.swinc.com

LANDFILL ROAD — COCONINO COUNTY, ARIZONA

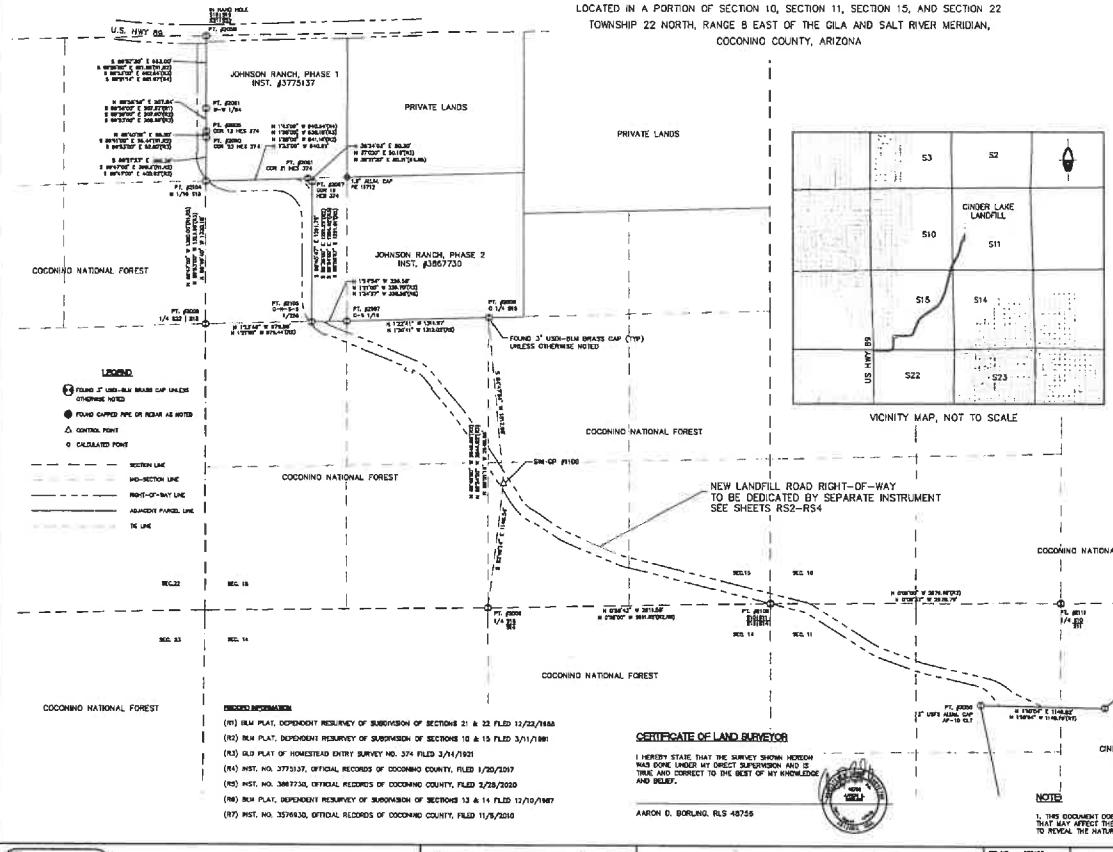
LEGAL EXHIBIT

DRAWING NO. B3

SHT NO. 7 OF 7

RESULTS OF SURVEY

LOCATED IN A PORTION OF SECTION 10, SECTION 11, SECTION 15, AND SECTION 22
TOWNSHIP 22 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



VICINITY MAP, NOT TO SCALE

SCALE: 1" = 400'

COORDINATE SYSTEM DETAILS

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 83 (CONUS)
VERTICAL DATUM: NAVD 88, REFERENCED FROM SW CONTROL POINT "1100"
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION PROJECTION (2015)

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN: 111° 37' 00" W
NORTHING AT GRID ORIGIN: 0 FT
EASTING AT CENTRAL MERIDIAN: 70,000 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.000,333 (EXACT)

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS GRID NORTH. NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE BASED ON AN NGS "OPUS" SOLUTION FROM SW CONTROL POINT "1100" USING GPS WITH NGS GEOID MODEL "GEOID18". THE FIELD SURVEY WAS CONDUCTED USING GPS OBSERVATIONS REFERENCED TO THIS STATION.

A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). ACCURACY ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON A LEAST-SQUARES ADJUSTMENT OF STATISTICALLY INDEPENDENT OBSERVATIONS.

POINT #1100 = 3" ALUMINUM CAP MARKED "SW CONTROL POINT"
LATITUDE = N 35°17'30.06725" NORTHING = 108218.781 FT ESTIMATED ACCURACY
LONGITUDE = W 111°21'43.35214" EASTING = 84341.326 FT HORIZ = ±0.018 FT
ELLIPSOID HEIGHT = 6408.255 FT ELEVATION = 6464.528 FT VERT = ±0.030 FT

POINT #2008 = 3" BLM BRASS CAP, 1/4 COR. SEC. 15SEC. 22
LATITUDE = N 35°17'03.85885" NORTHING = 103483.332 FT ESTIMATED ACCURACY
LONGITUDE = W 111°21'58.84082" EASTING = 84083.388 FT HORIZ = ±0.017 FT
ELLIPSOID HEIGHT = 6795.250 FT ELEVATION = 6871.493 FT VERT = ±0.028 FT

POINT #2009 = 3" BLM BRASS CAP, 1/4 COR. SEC. 15SEC. 14
LATITUDE = N 35°17'28.65445" NORTHING = 106074.484 FT ESTIMATED ACCURACY
LONGITUDE = W 111°21'38.63783" EASTING = 97478.753 FT HORIZ = ±0.009 FT
ELLIPSOID HEIGHT = 6574.278 FT ELEVATION = 6650.588 FT VERT = ±0.024 FT

RECORD INFORMATION

(R1) BLM PLAT, DEPENDENT RESURVEY OF SUBDIVISION OF SECTIONS 21 & 22 FILED 12/22/1888
(R2) BLM PLAT, DEPENDENT RESURVEY OF SUBDIVISION OF SECTIONS 10 & 15 FILED 3/11/1881
(R3) GLO PLAT OF HOMESTEAD ENTRY SURVEY NO. 374 FILED 3/14/1921
(R4) INST. NO. 3775137, OFFICIAL RECORDS OF COCONINO COUNTY, FILED 1/20/2017
(R5) INST. NO. 3857730, OFFICIAL RECORDS OF COCONINO COUNTY, FILED 2/28/2020
(R6) BLM PLAT, DEPENDENT RESURVEY OF SUBDIVISION OF SECTIONS 13 & 14 FILED 12/10/1987
(R7) INST. NO. 3576930, OFFICIAL RECORDS OF COCONINO COUNTY, FILED 11/5/2010

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

AARON D. BORLING, RLS 48756

NOTE

1. THIS DOCUMENT DOES NOT SHOW ALL EASEMENTS AND RIGHTS OF WAY THAT MAY AFFECT THE SUBJECT PROPERTY. A TITLE REPORT IS RECOMMENDED TO REVEAL THE NATURE OF SAME.

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

NO.	DESCRIPTION	DATE	BY

Shephard Wesnitzer, Inc.
110 West Dale Ave
Flagstaff, AZ 86001
928.773.0364
928.774.8934 fax
www.swiaz.com

JOB NO.	223463
DATE:	MAR. 2023
SCALE:	1" = 400'
DRAWN:	JMO
DESIGN:	
CHECKED:	ADB

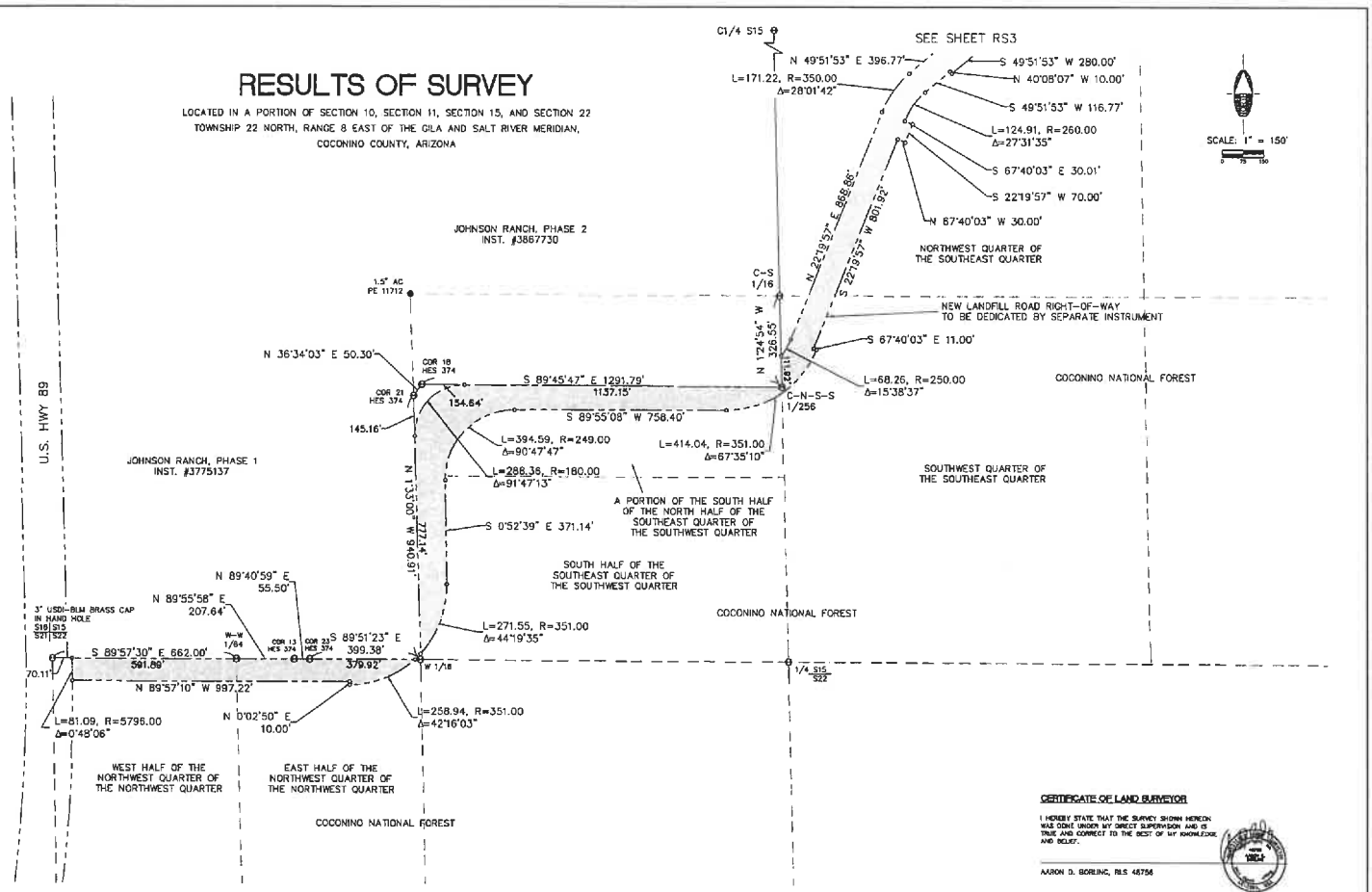
LANDFILL ROAD — COCONINO COUNTY, ARIZONA

RESULTS OF SURVEY

DRAWING NO. RS1
SHT NO. 1 OF 4

RESULTS OF SURVEY

LOCATED IN A PORTION OF SECTION 10, SECTION 11, SECTION 15, AND SECTION 22
TOWNSHIP 22 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

AARON D. BORLING, RLS 48756

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

NO.	DESCRIPTION	DATE	BY

SWI
Shephard Wesnitzer, Inc.
110 West Dale Ave
Flagstaff, Az 86001
928.773.0334
928.774.8634 fax
www.swiaz.com

JOB NO.	2224452
DATE:	MAR. 2022
SCALE	1" = 150'
DRAWN:	RPR
CHECKED:	ADB

LANDFILL ROAD — COCONINO COUNTY, ARIZONA

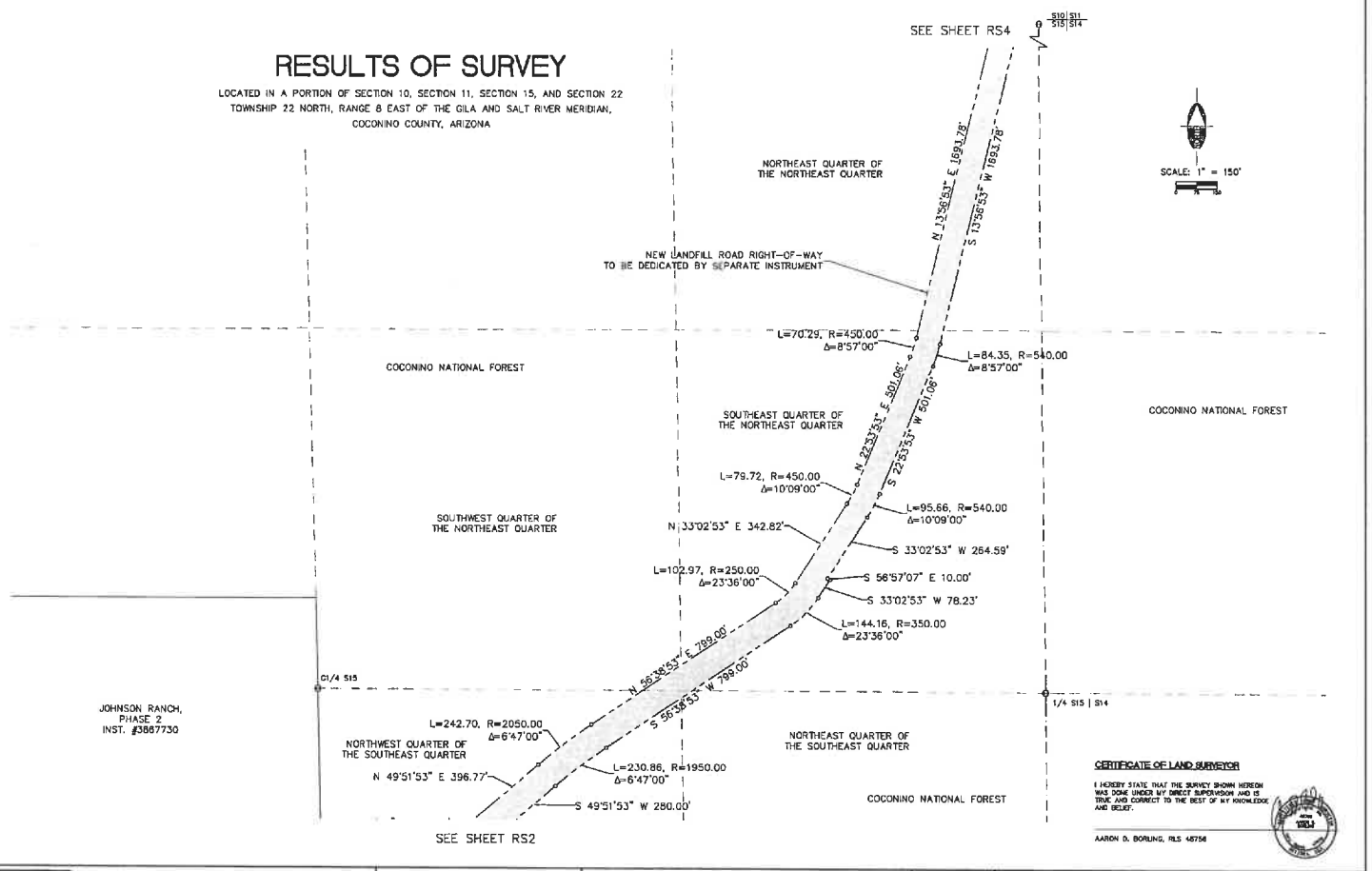
RESULTS OF SURVEY

DRAWING NO. RS2

SHT NO. 2 OF 4

RESULTS OF SURVEY

LOCATED IN A PORTION OF SECTION 10, SECTION 11, SECTION 15, AND SECTION 22
TOWNSHIP 22 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

AARON D. BORLING, RLS 48756

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

NO.	DESCRIPTION	DATE	BY

SWI
Shephard Wesnitzer, Inc.
110 West Dale Ave
Flagstaff, Az 86001
928.773.0364
928.774.9634 fax
www.swiaz.com

JOB NO.	223-063
DATE:	MAR. 2023
SCALE:	1" = 150'
DRAWN:	RPR
DESIGN:	
CHECKED:	ADB

LANDFILL ROAD — COCONINO COUNTY, ARIZONA

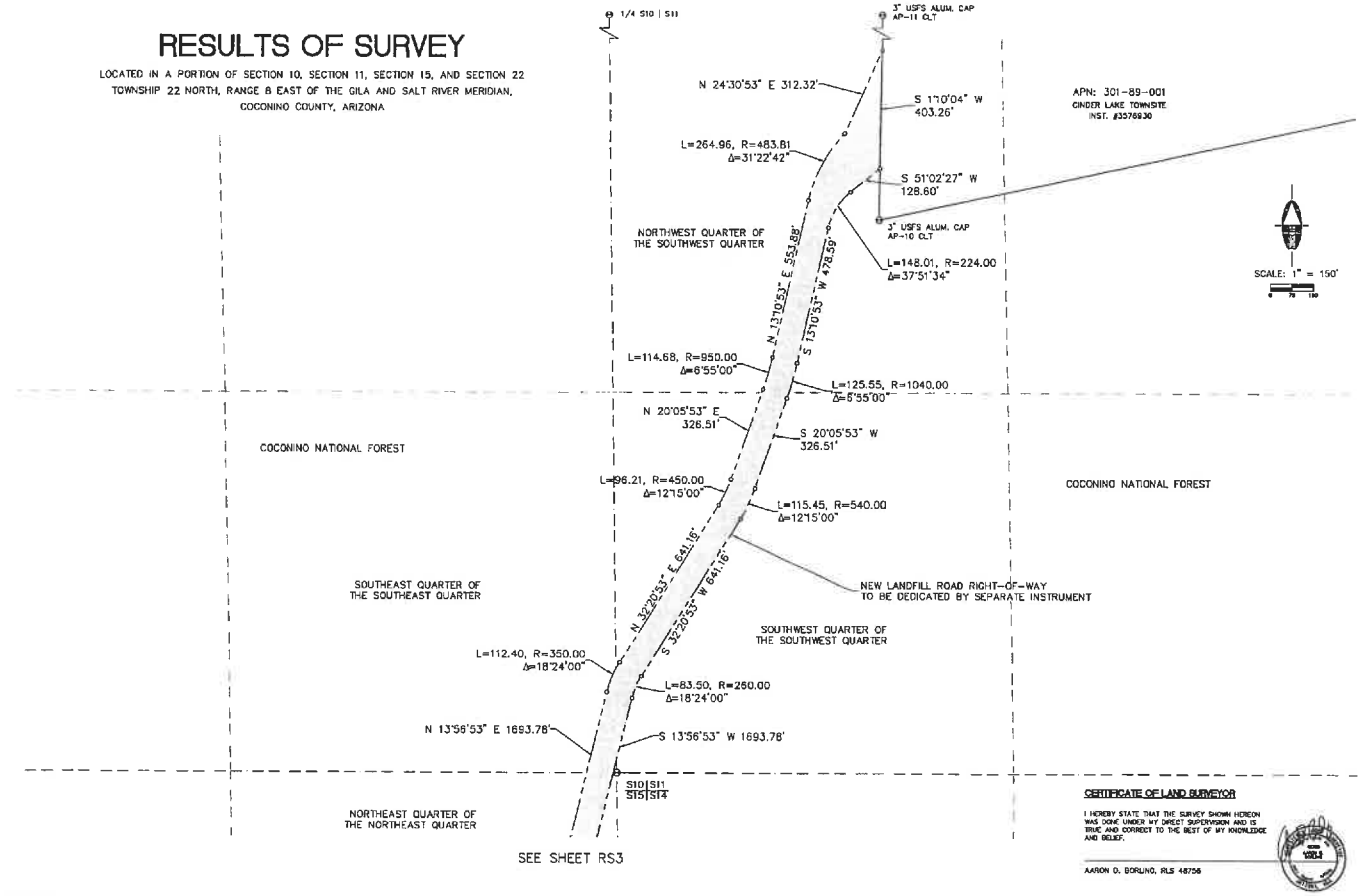
RESULTS OF SURVEY

SHT NO. RS3

3 OF 4

RESULTS OF SURVEY

LOCATED IN A PORTION OF SECTION 10, SECTION 11, SECTION 15, AND SECTION 22
TOWNSHIP 22 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

AARON D. BORUNO, RLS 48756

CALL BEFORE YOU DIG
1-800-STAKE-IT

NO.	DESCRIPTION	DATE	BY

SWI
Shephard Wesnitzer, Inc.
110 West Dale Ave
Flagstaff, Az 86001
928.773.0334
928.774.8634 fax
www.swinc.com

JOB NO.	222463
DATE	MAR. 2023
SCALE	1" = 150'
DRAWN	RPR
DESIGN	
CHECKED	ADB

LANDFILL ROAD — COCONINO COUNTY, ARIZONA

RESULTS OF SURVEY

DRAWING NO. RS4
SHT NO. 4 OF 4

12. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Bryce Doty, Real Estate Manager
Co-Submitter:	Anja Wendel
Date:	01/30/2024
Meeting Date:	02/06/2024

TITLE:

Consideration and Adoption of Ordinance No. 2024-04: An ordinance of the City Council of the City of Flagstaff, authorizing the exchange of real property of substantially equal value with a property owner, ZH Holdings Butler, LLC; providing for delegation of authority, severability, repeal of conflicting ordinances, and establishing an effective date

Consideration and Approval of Purchase Agreement with ZH Holdings Butler, LLC

STAFF RECOMMENDED ACTION:

At the February 6, 2024 Council Meeting:

1) Read Ordinance No. 2024-04 by title only for the first time
2) City Clerk reads Ordinance No. 2024-04 by title only (if approved above)

At the February 20, 2024 Council Meeting:

3) Read Ordinance No. 2024-04 by title only for the final time
4) City Clerk reads Ordinance No. 2024-04 by title only (if approved above)
5) Adopt Ordinance No. 2024-04
6) Approve the Purchase Agreement and authorize the City Manager to execute the necessary documents

Executive Summary:

This ordinance authorizes the exchange of real property of substantially equal value: City remnant parcels originally acquired for the Lone Tree Overpass Project will be exchanged for real property interests needed for the same Project from ZH HOLDINGS BUTLER LLC ("ZH Holdings"). The exchange provides the following benefits to the City:

1. Disposes of remnant land no longer needed by City
2. Offsets the cost to acquire real property interests from ZH Holdings
3. Returns remnant land back to tax base

The remnant properties were evaluated by the Housing Section as per Resolution 2022-52,and it was determined that the remnants are too small to be utilized as stand alone parcels for affordable housing. Additionally, City staff attending an internal property and development team meeting, representing multiple City divisions, did not identify any opposition to the exchange. At this meeting staff determined that City policy calls for preserving an existing public alley in this area. This public alley is not part of the exchange.

City Council is also being asked to consider approval of a Purchase Agreement, which includes terms

and conditions of the exchange. The Purchase Agreement will be attached to this staff report prior to the February 20, 2024 public meeting.

Financial Impact:

The areas to be exchanged have been valued at an equal price per square foot. The appraised value on the ZH Holdings parcels, inclusive of a temporary work easement is $198,963.00. The value of the City land remnant parcels is $167,011.00. The remaining just compensation to be paid for the property interests is $31,952.00, based on the appraised value. The acquisition of the remaining portion will be funded by the Lone Tree Overpass Project Capital Improvements (Account No. 047-10-112-3054-6-4421)

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives
Safe and Healthy Community -

- Foster a safe, secure, and healthy community.
- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Inclusive and Engaged Community -

- Advance social equity and social justice in Flagstaff.

Sustainable, Innovative Infrastructure -

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs.
- Identify smart traffic management, multi modal transportation, and alternative energy opportunities.

Environmental Stewardship -

- Implement sustainable building practices and alternative energy and transportation options.
- Implement, maintain and further the Climate Action and Adaptation Plan.

Regional Plan

- Improve transportation safety and efficiency for all modes**.**

Has There Been Previous Council Decision on This:

On July 6, 2021, Council approved Ordinance 2021-15 authorizing acquisition of this property, including others for the Lone Tree Overpass Project.

Options and Alternatives:

1. Retain City remnant parcels, and pay full appraised value for real property interests needed from ZH Holdings.
2. Dispose or use City remnant parcels at a later date.

Background/History:

The initial 2010 Lone Tree Overpass study identified the entirety of the parcels owned by ZH Holdings as full acquisitions. As design efforts progressed, the acquisition has been reduced considerably to the final 6,816 square feet.

Community Involvement:

The City has published a notice of intent to exchange property of substantially equal value, pursuant to A.R.S. Section 9-407.

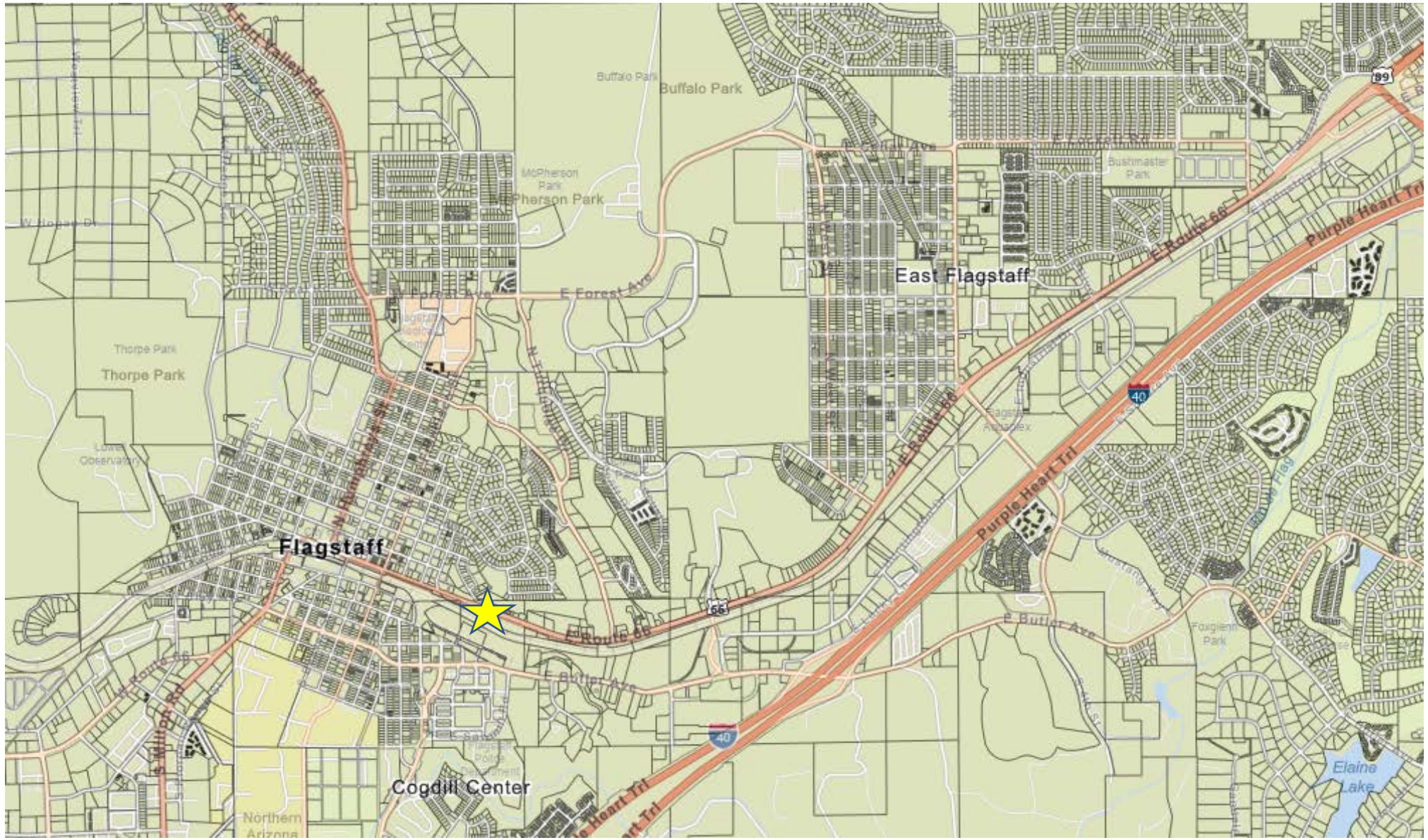
Attachments: Presentation
Ord. 2024-04
Ordinance Exhibits A-E
Ordinance Exhibit F

ZH Holdings Property Exchange

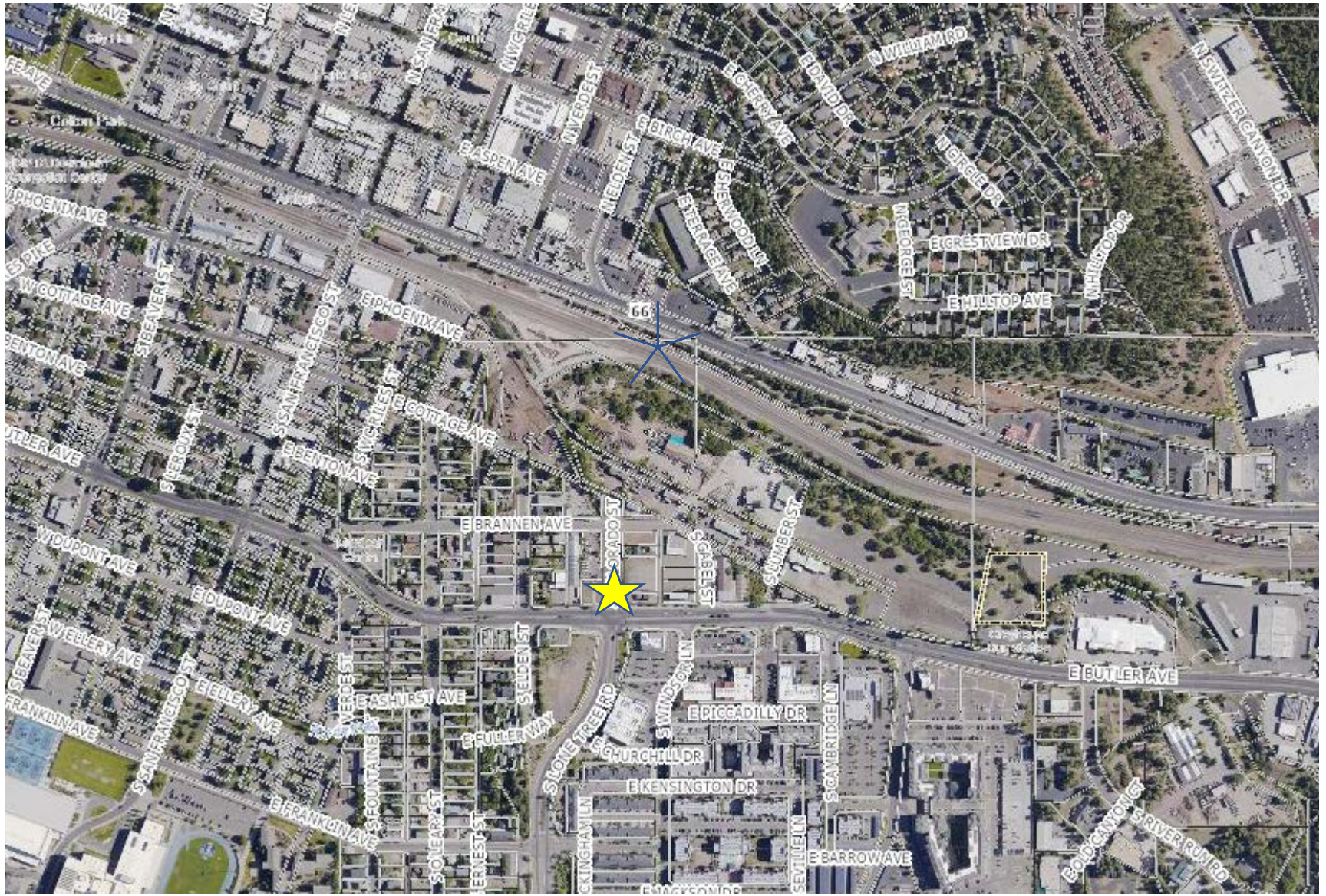
TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Vicinity Map

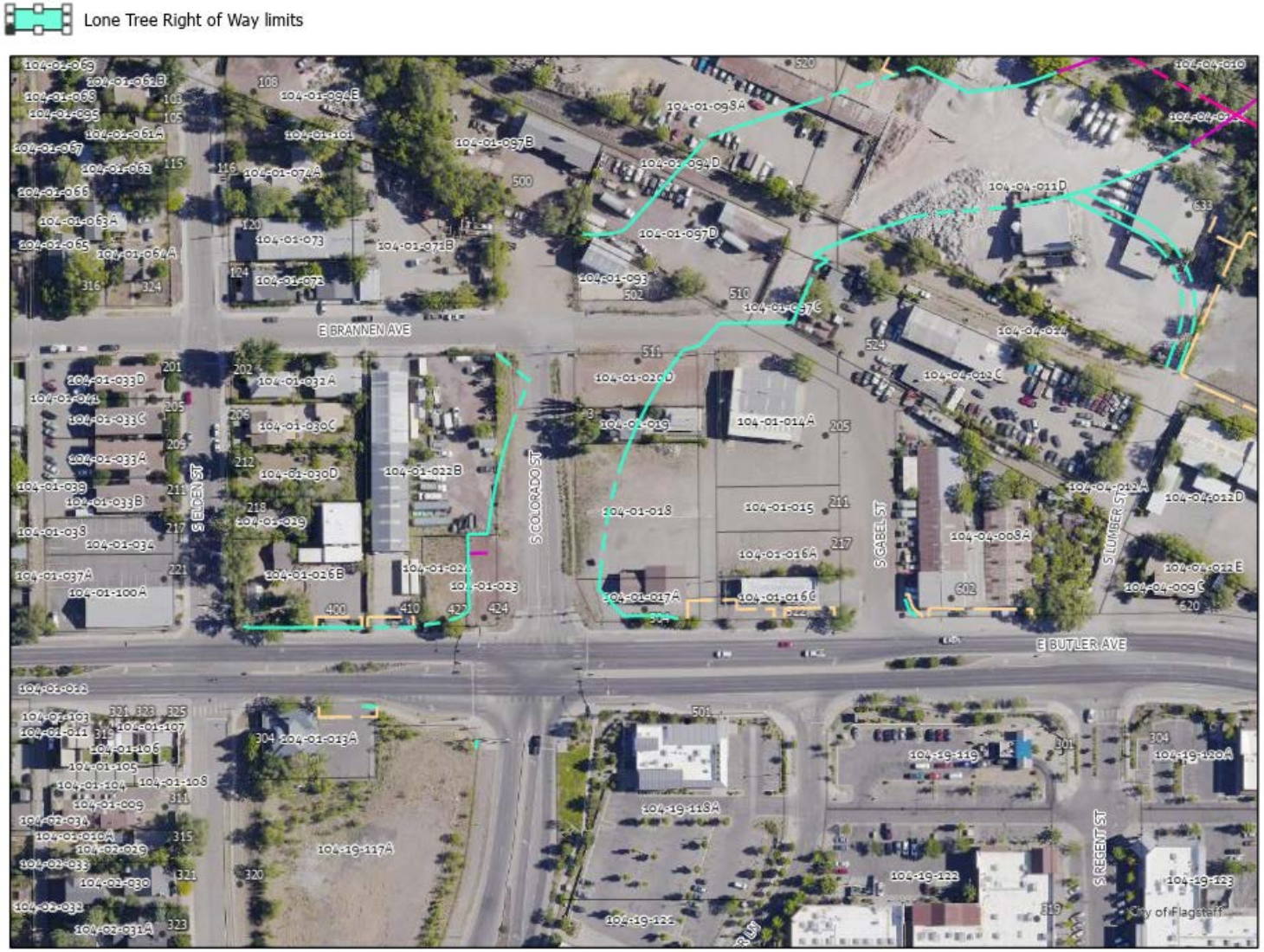


Vicinity Map



Background

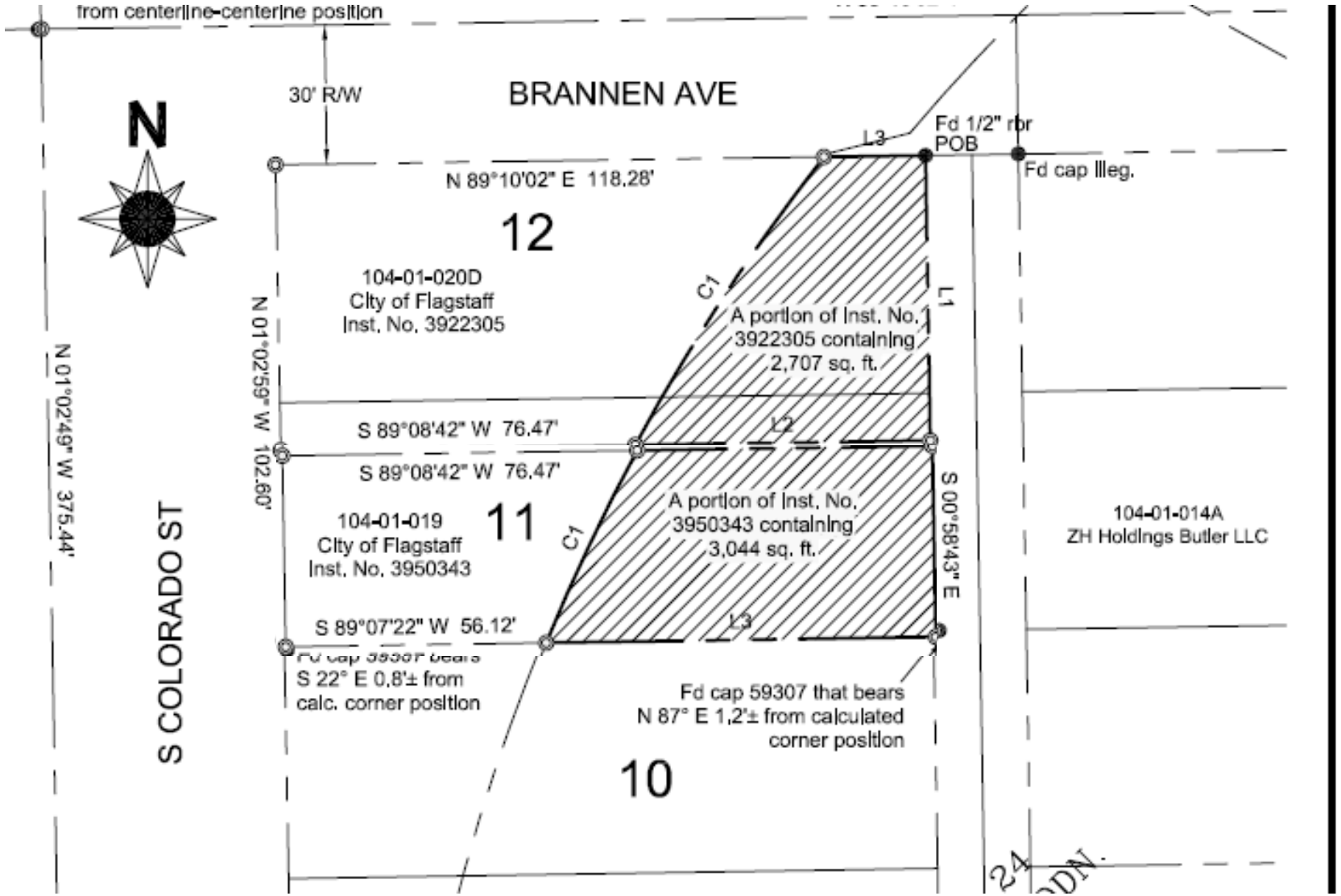
- City purchased entirety APNs 104-01-020D and 104-01-019 for Lone Tree Overpass (LTO)
- Portion outside the green is not needed for the project (approx. 5,751 SQFT)
- LTO project needs approx. 6,816 SQFT on adjacent parcels 104-01-017A and 018.
- Would like to exchange the areas the City owns but are not needed for the project for the areas on the adjacent parcel needed for the project



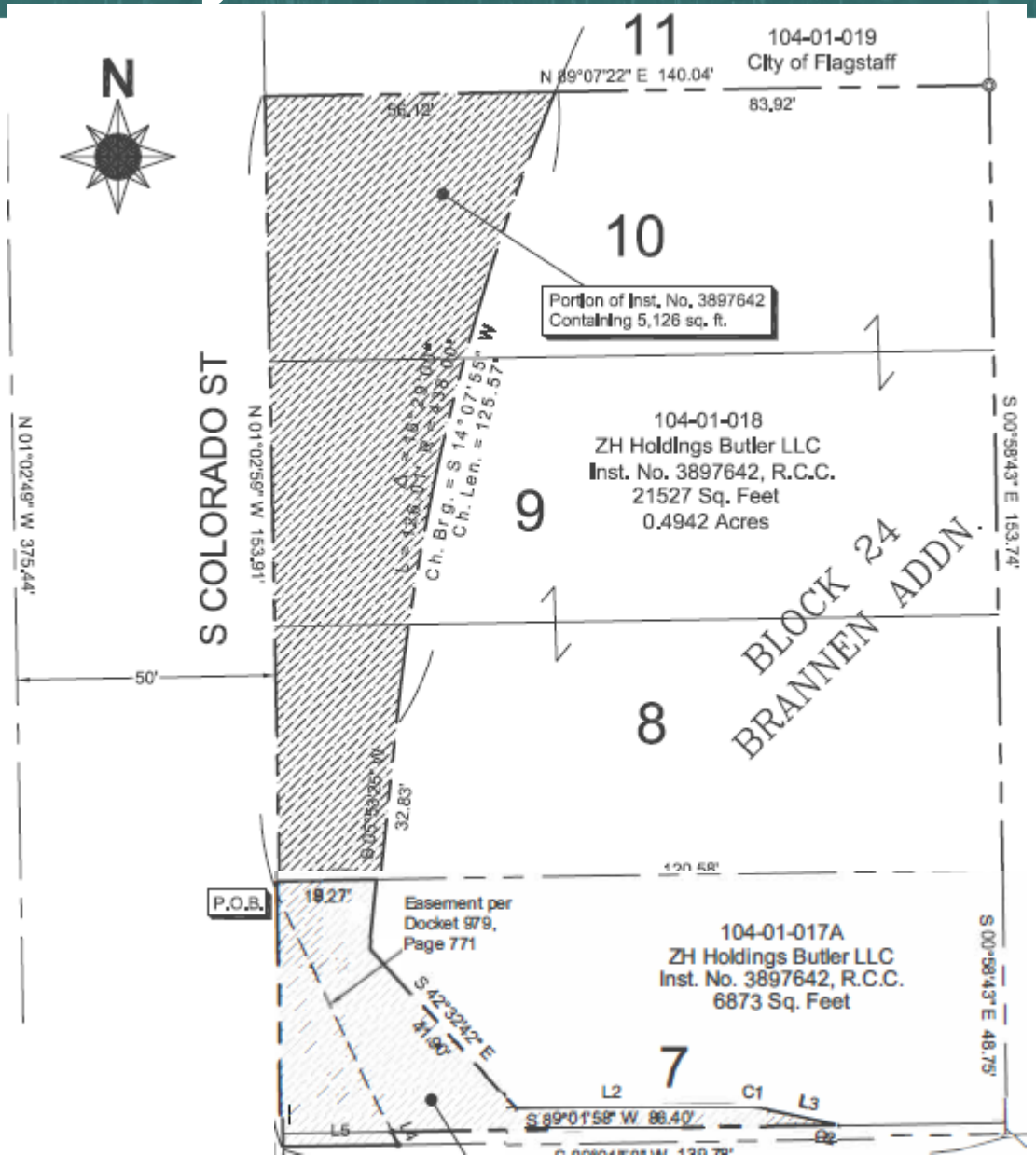
Background


Lone Tree Right of Way limits
Portions of City parcel to exchange
Portion the City will receive
E BRANNEN AVE
E BUTLER AVE
S COLORADO ST
S BEAVER ST
S LONE TREE RD

Area of City Parcels to Exchange



Areas City will Receive



City will receive the hashed area on the Southern adjacent parcels

Context

- City staff, including housing and sustainability have been consulted and support the exchange.
- Exchange defrays $167,011.00 of acquisition costs on adjacent parcel
- Increase development options on private parcel
- There were initial discussions to abandon alley. Not a part of this exchange.



Questions?

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Lone Tree Right of Way limits



ORDINANCE NO. 2024-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE EXCHANGE OF REAL PROPERTY OF SUBSTANTIALLY EQUAL VALUE WITH A PROPERTY OWNER, ZH HOLDINGS BUTLER, LLC; PROVIDING FOR DELEGATION OF AUTHORITY, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to acquire and exchange real property of substantially equal value, pursuant to the Flagstaff City Charter, Article I, Section 3 and A.R.S. Section 9-407; and

WHEREAS, the City desires to receive property necessary for the Lone Tree Overpass Project in exchange for City property and has published a notice of intent to exchange property.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General

The City of Flagstaff hereby authorizes the exchange of properties of substantially equal value, to consist of a City grant of approximately 5,751 square feet of land to ZH Holdings Butler, LLC ("ZH Holdings"), as legally described and depicted in the attached Exhibits D and E in exchange for a ZH Holdings grant of 6,816 square feet of land to the City for the Lone Tree Overpass Project, as legally described and depicted in the attached Exhibits A and B, and a temporary construction easement of approximately 448 square feet, as legally described and depicted in the attached Exhibit C, with the City to pay ZH Holdings an additional sum of $31,952 for the exchange, all pursuant to a separate Purchase Agreement approved by City Council. A map depicting the exchange is attached hereto as Exhibit F.

SECTION 2. Delegation of Authority

The Mayor, City Manager, City Attorney, City Clerk, Finance Director, Real Estate Manager, or their designees are hereby delegated authority to take all actions necessary and appropriate to complete the transactions approved in this ordinance.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the

code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of February, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Exhibit A Legal description and depiction
Exhibit B Legal description and depiction
Exhibit C Legal description and depiction
Exhibit D Legal description and depiction
Exhibit E Legal description and depiction
Exhibit F Map depicting exchange

Exhibits are on file with the Flagstaff City Clerk

Northland Exploration Surveys, Inc.

EXHIBIT "A"

A portion of Parcel 4 of Inst. No. 3897642, Records of Coconino County, being a porton of Lots 8, 9 and 10 Revised Plat of Brannen Addition to the City of Flagstaff, as recorded in Book 1, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona

LEGAL DESCRIPTION:

A portion of Parcel 4 of Inst. No. 3897642, Records of Coconino County, being a portion of Lots 8, 9 and 10, Block 24 of the Revised plat of Brannen Addition as recorded in Book 1, Page 42, Records of Coconino County, situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 8, Block 24 of the Revised Plat of Brannen Addition, thence N 01° 02' 59" W [Basis of Bearings] along the west line of said Block 24, for a distance of 153.91 feet to the Northwest corner of said Lot 10;

thence N 89° 07' 22" E, along the north line of said Lot 10, for a distance of 56.12 feet to the cusp of non-tangent curve;

thence southwesterly, along a curve to the left, having a central angle of 16° 29' 00" and a radius of 438.00 feet, for a distance of 126.01 feet, the chord of said curve bears S 14° 07' 55" W a distance of 125.57 feet to a point;

thence S 05° 53' 25" W for a distance of 32.83 feet to a point, said point being on the south line of said Lot 8;

thence S 89° 03' 19" W, along the said south line of Lot 8, for a distance of 19.27 feet to the POINT OF BEGINNING;

said parcel of land contains 5,126 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "A-1", which is made a part hereof by this reference.

NES #21-112_FEE_104-01-018

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A
KRENKE
03/17/2023
Date Signed .....
ARIZONA, U.S.A.

P.O. BOX 1401 / Flagstaff, Arizona 86002 / (928) 774-5058

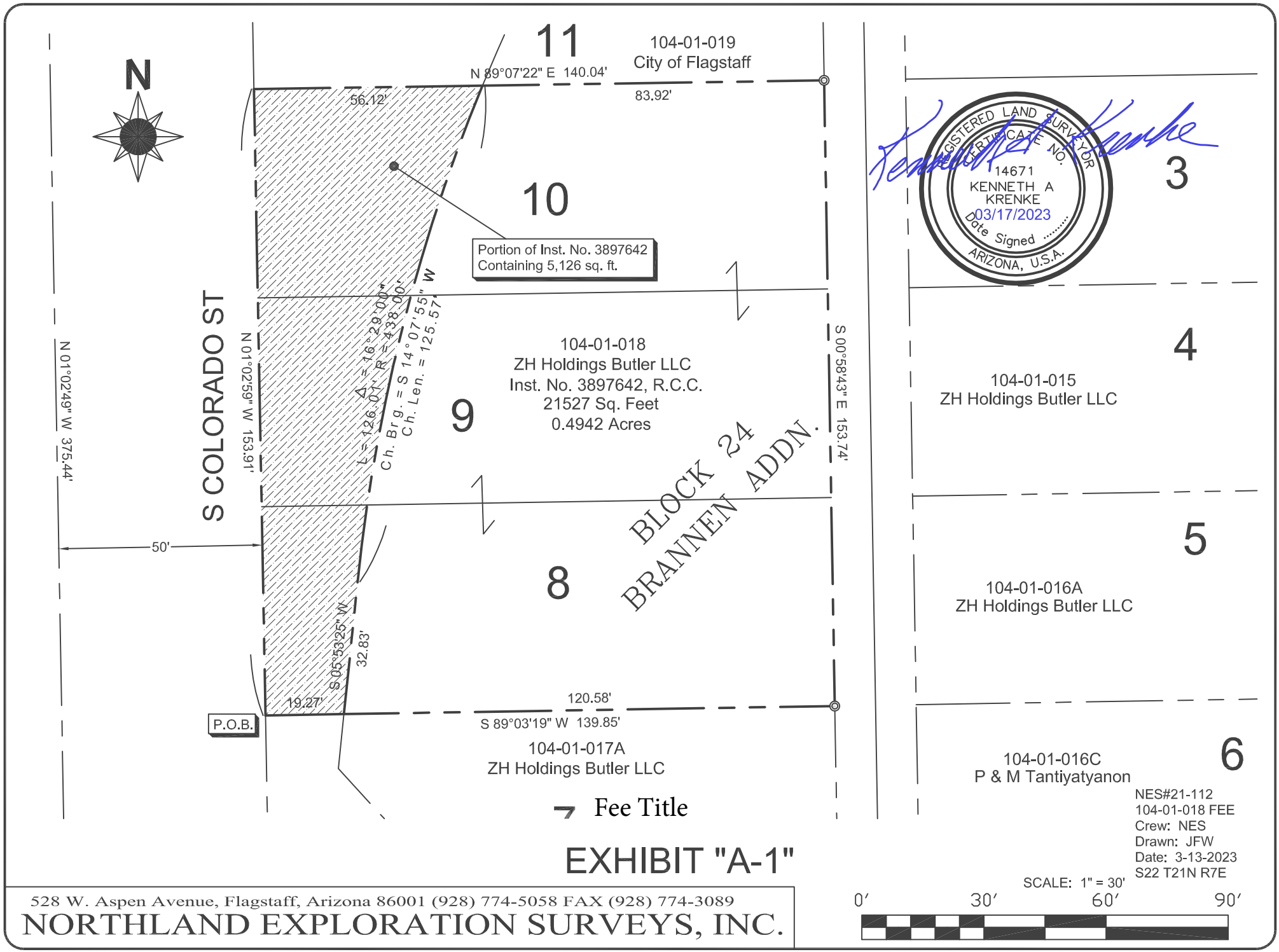


EXHIBIT "A-1"

NES#21-112
104-01-018 FEE
Crew: NES
Drawn: JFW
Date: 3-13-2023
S22 T21N R7E

SCALE: 1" = 30'

0′ 30′ 60′ 90′

528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058 FAX (928) 774-3089
NORTHLAND EXPLORATION SURVEYS, INC.

Northland Exploration Surveys, Inc.

EXHIBIT "B"

A portion of Parcel 4 of Inst. No. 3897642, Records of Coconino County, being a porton of Lot 7, Revised Plat of Brannen Addition to the City of Flagstaff, as recorded in Book 1, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona

LEGAL DESCRIPTION:

A portion of Parcel 4 of Inst. No. 3897642, Records of Coconino County, being a portion of Lot 7, Block 24 of the Revised plat of Brannen Addition as recorded in Book 1, Page 42, Records of Coconino County, situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 7, Block 24 of the Revised Plat of Brannen Addition, thence N 01° 02' 59" W [Basis of Bearings] along the west line of said Lot 7, for a distance of 51.30 feet to the Northwest corner of said Lot 7;

thence N 89° 03' 19" E, along the North line of said Lot 7, for a distance of 19.27 feet to a point;

thence S 05° 53' 25" W for a distance of 13.46 feet to a point;

thence S 42° 32' 42" E for a distance of 41.90 feet to a point;

thence N 89° 01' 11" E for a distance of 36.83 feet to a point of curvature;

thence Southeasterly, along a curve to the right, having a central angle of 13° 56' 17" and a radius of 68.77 feet, for a distance of 16.73 feet, the chord of said curve bears S 84° 00' 41" E a distance of 16.69 feet to a point of tangency;

thence S 77° 02' 32" E for a distance of 4.96 feet to a point of curvature;

thence Southeasterly, along a curve to the left, having a central angle of 2° 01' 25" and a radius of 111.42 feet, for a distance of 3.94 feet, the chord of said curve bears S 78° 03' 14" E a distance of 3.94 feet to a non-tangent point, said point on the north line of that parcel of land described in Docket 1138, Page 871, R.C.C.;

thence S 89° 01' 58" W, along the said north line of Docket 1138, Page 871 R.C.C., for a distance of 86.40 feet to a point, said point being on the east line of that parcel of land described in Docket 979, Page 771, R.C.C.;

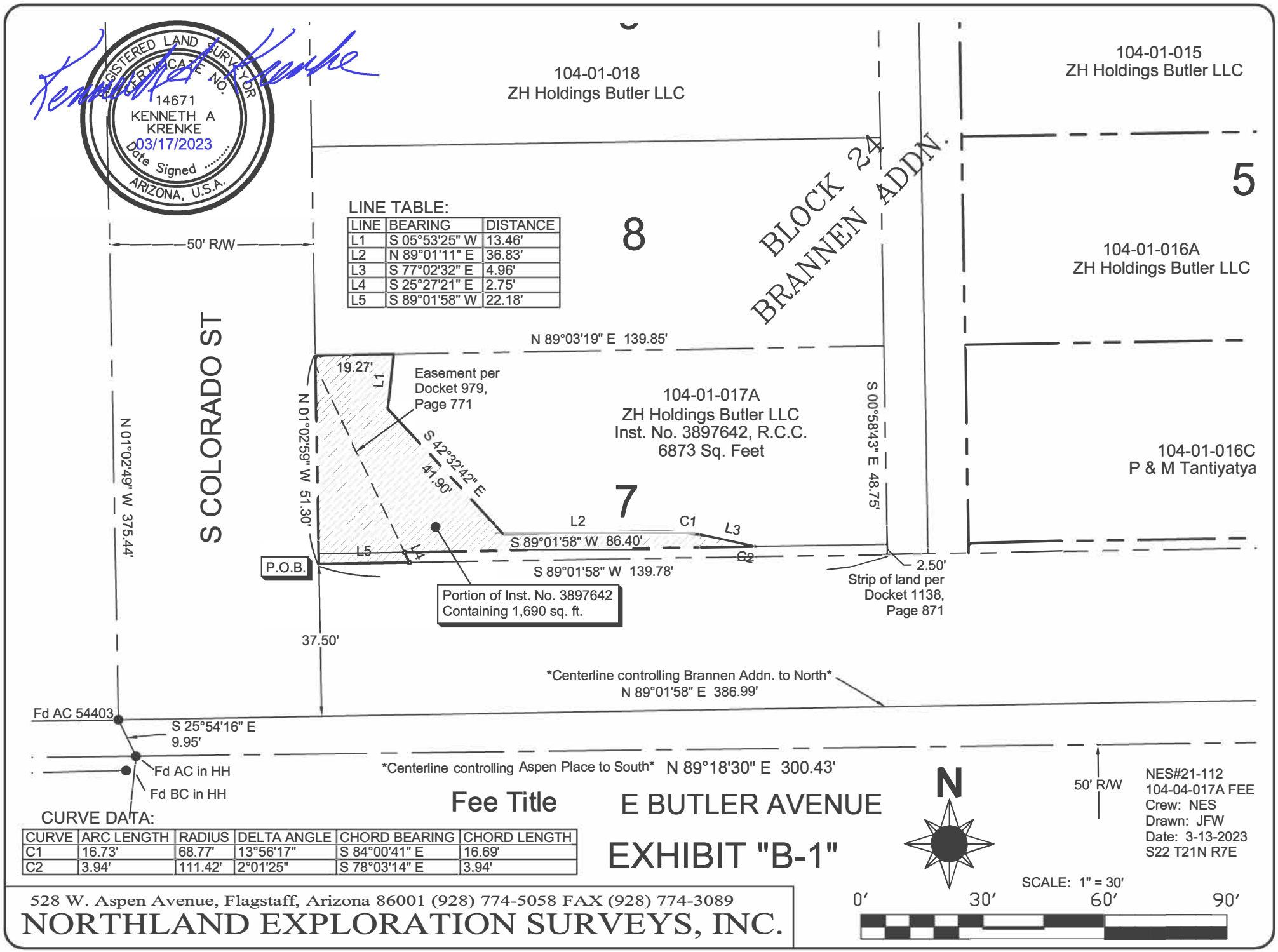
thence S 25° 27' 21" E, along the said east line of Docket 979, Page 771 R.C.C., for a distance of 2.75 feet to a point, said point being on the North Right-of-way line of Butler Avenue as shown on the said Revised plat of Brannen Addition;

thence S 89° 01' 58" W, along the said North Right-of-way line, for a distance of 22.18 feet to the POINT OF BEGINNING;

said parcel of land contains 1,690 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "B-1", which is made a part hereof by this reference.

NES #21-112_FEE_104-01-017A

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A KRENKE
03/17/2023
Date Signed
ARIZONA, U.S.A.



LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 05°53'25" W	13.46'
L2	N 89°01'11" E	36.83'
L3	S 77°02'32" E	4.96'
L4	S 25°27'21" E	2.75'
L5	S 89°01'58" W	22.18'

CURVE DATA:

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	16.73'	68.77'	13°56'17"	S 84°00'41" E	16.69'
C2	3.94'	111.42'	2°01'25"	S 78°03'14" E	3.94'

Fee Title

E BUTLER AVENUE

EXHIBIT "B-1"

NES#21-112
104-04-017A FEE
Crew: NES
Drawn: JFW
Date: 3-13-2023
S22 T21N R7E

528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058 FAX (928) 774-3089
NORTHLAND EXPLORATION SURVEYS, INC.

Northland Exploration Surveys, Inc.

EXHIBIT "C"

A portion of Parcel 4 of Inst. No. 3897642, Records of Coconino County, being a porton of Lot 7, Revised Plat of Brannen Addition to the City of Flagstaff, as recorded in Book 1, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona

LEGAL DESCRIPTION:

A portion of Parcel 4 of Inst. No. 3897642, Records of Coconino County, being a portion of Lot 7, Block 24 of the Revised plat of Brannen Addition as recorded in Book 1, Page 42, Records of Coconino County, situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

FROM the Northeast corner of said Lot 7, Block 24 of the Revised Plat of Brannen Addition, thence S 00° 58' 43" E [Basis of Bearings] along the east line of said Lot 7, for a distance of 28.14 feet to the TRUE POINT OF BEGINNING;

thence continue S 00° 58' 43" E, along the said east line of Lot 7, for a distance of 20.61 feet to a point, said point being the northeast corner of that parcel of land described in Docket 1138, Page 871, R.C.C.;

thence S 89° 01' 58" W, along the north line of said parcel recorded in Docket 1138, Page 871, R.C.C., for a distance of 21.73 feet to a point;

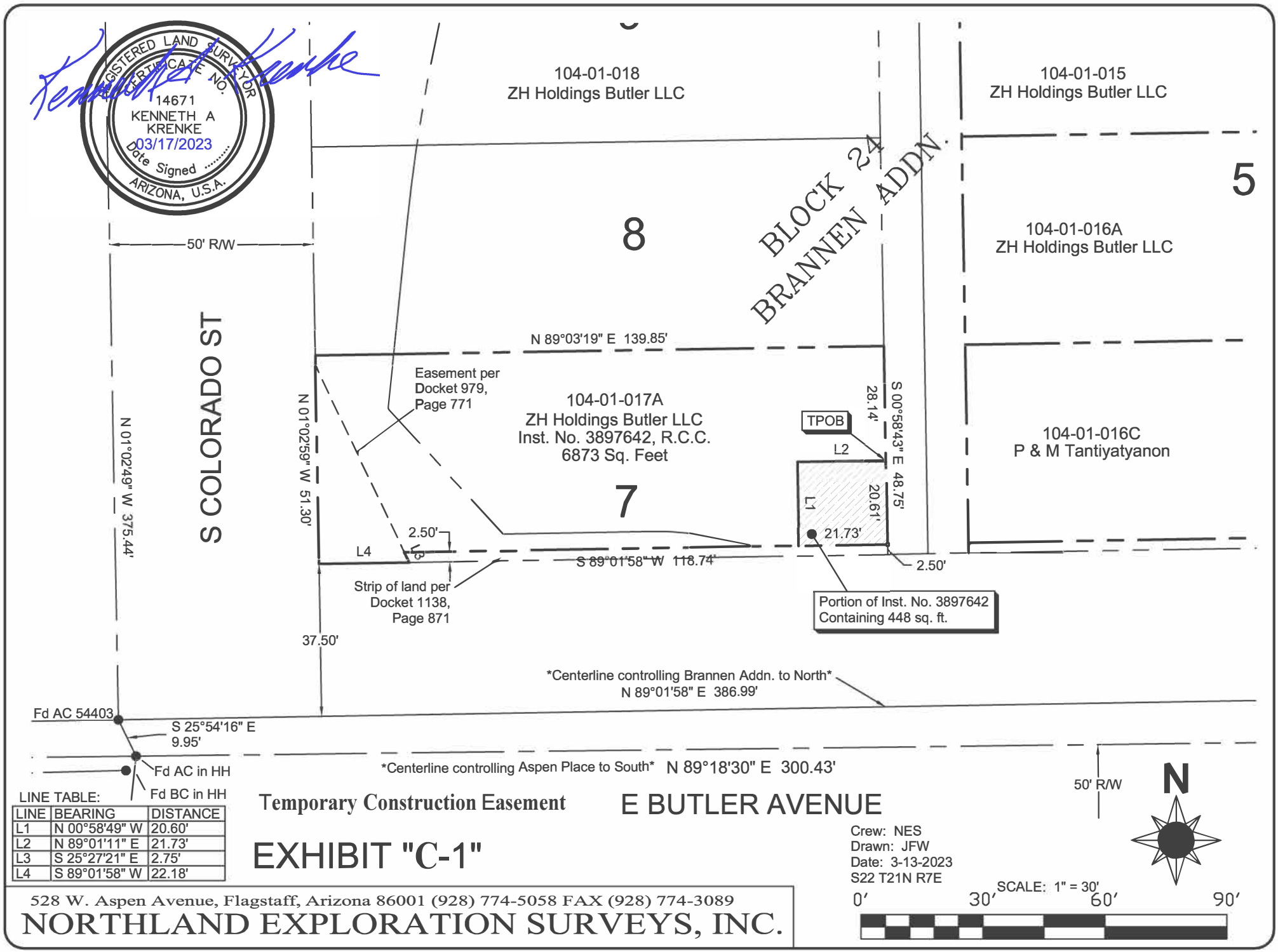
thence N 00° 58' 49" W for a distance of 20.60 feet to a point;

thence N 89° 01' 11" E for a distance of 21.73 feet to the TRUE POINT OF BEGINNING;

said parcel of land contains 448 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "C-1" which is made a part hereof by this reference.

NES #21-112_TCE_104-01-017A





528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058 FAX (928) 774-3089
NORTHLAND EXPLORATION SURVEYS, INC.

Northland Exploration Surveys, Inc.

EXHIBIT "D"

A portion of Inst. No. 3950343, Records of Coconino County, being a portion of Lot 11, Revised Plat of Brannen Addition to the City of Flagstaff, as recorded in Book 1, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona

LEGAL DESCRIPTION:

A portion of Inst. No. 3950343, Records of Coconino County (R.C.C.) (R1), being a portion of Lot 11 Block 24 of Brannen Addition as recorded in Book 1, Page 42, R.C.C. (R2), situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

FROM the northeast corner of Lot 12, Block 24 of Brannen Addition (R2), said point being a found 1/2" rebar, thence S 00° 58'43" E [Basis of Bearings: Grid per State Plane Zone Arizona Central (0202)], along the east line of Inst. No. 3922305 (R3), for a distance of 61.50 feet to a point, said point being 10.25 feet southerly of the line common to said Lot 11 and Lot 12 (R2), said point also being on the line common to said Inst. No. 3950343 (R1) and Inst. No. 3922305, R.C.C., said point being the TRUE POINT OF BEGINNING;

thence continue S 00° 58' 43" E, along the east line of said Lot 11 (R2), for a distance of 41.00 feet to a point, said point being the southeast corner of said Lot 11, also being the southeast corner of Inst. No. 3950343 (R1), from which a found cap marked RLS 59307 bears N 87° E for 1.2';

thence S 89° 07' 22" W, along the south line of said Lot 11 (R2), for a distance of 83.92 feet to a non-tangent point of curvature;

thence northeasterly along a curve to the right, having a central angle of 5° 59' 09" and a radius of 438.00 feet, for a distance of 45.76 feet, the chord of said curve bears N 25° 22' 00" E for 45.74 feet to a non-tangent point, said point being on northerly line of said Inst. No. 3950343 (R1);

thence N 89° 08' 42" E, along the said north line (R1), for a distance of 63.62 feet to the POINT OF BEGINNING,

said parcel of land contains 3,044 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "D-1" which is made a part hereof by this reference.

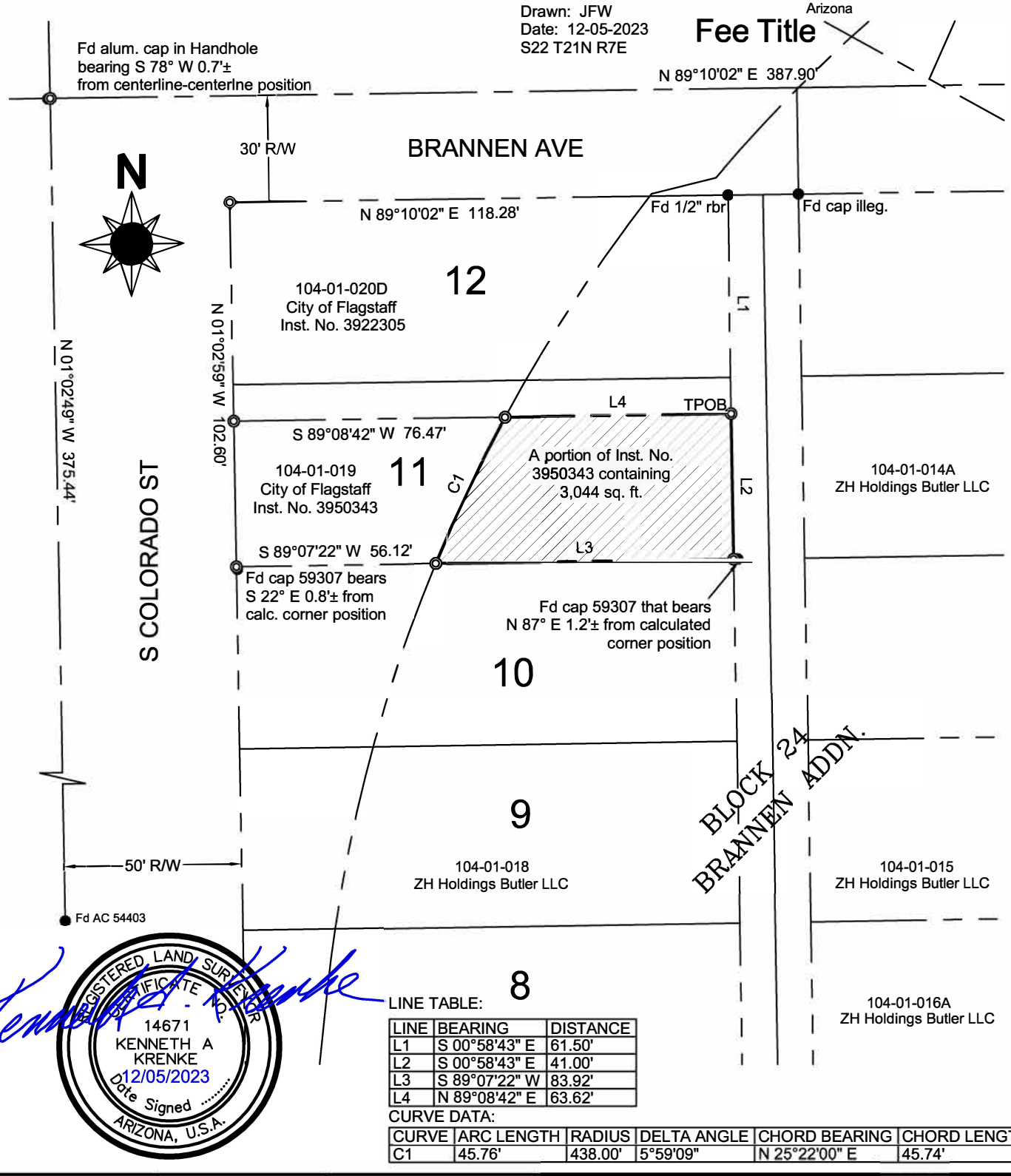


EXHIBIT "D-1"

NES#21-112
104-01-019
Crew: NES
Drawn: JFW
Date: 12-05-2023
S22 T21N R7E

A portion of Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona

Fee Title



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A
KRENKE
12/05/2023
Date Signed
ARIZONA, U.S.A.

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 00°58'43" E	61.50'
L2	S 00°58'43" E	41.00'
L3	S 89°07'22" W	83.92'
L4	N 89°08'42" E	63.62'

CURVE DATA:

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	45.76'	438.00'	5°59'09"	N 25°22'00" E	45.74'

Scale: 1" = 40'
Date: 12/05/2023
Job No. 21-112

0' 40' 80' 120'

528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058

NORTHLAND EXPLORATION SURVEYS, INC.

Northland Exploration Surveys, Inc.

EXHIBIT "E"

A portion of Inst. No. 3922305, Records of Coconino County, being a portion of Lot 11 and 12, Revised Plat of Brannen Addition to the City of Flagstaff, as recorded in Book 1, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona

LEGAL DESCRIPTION:

A portion of Inst. No. 3922305, Records of Coconino County (R.C.C.) (R1), being a portion of Lot 11 and Lot 12 of Block 24 of Brannen Addition as recorded in Book 1, Page 42, R.C.C. (R2), situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

BEGINNING at the northeast corner of said Lot 12, Block 24 of Brannen Addition, said point being a found 1/2" rebar, thence S 00° 58'43" E [Basis of Bearings: Grid per State Plane Zone Arizona Central (0202)], along the east line of said Inst. No. 3922305 (R1), for a distance of 61.50 feet to a point, said point being 10.25 feet southerly of the line common to said Lot 11 and Lot 12 (R2), said point also being on the line common to said Inst. No. 3922305 (R1) and Inst. No. 3950343, R.C.C.;

thence S 89° 08' 42" W, along the said south line of Inst. No. 3922305 (R1), for a distance of 63.62 feet to a non-tangent point of curvature;

thence northeasterly along a curve to the right, having a central angle of 9° 43' 31" and a radius of 438.00 feet, for a distance of 74.35 feet, the chord of said curve bears N 33° 13' 20" E for 74.26 feet to a non-tangent point, said point being on the north line of said Lot 12, also being on the north line of said Inst. No. 3922305 (R1);

thence N 89° 10' 02" E, along the said north line (R1), for a distance of 21.88 feet to the POINT OF BEGINNING,

said parcel of land contains 2,707 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "E-1" which is made a part hereof by this reference.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A KRENKE
12/05/2023
Date Signed
ARIZONA, U.S.A.

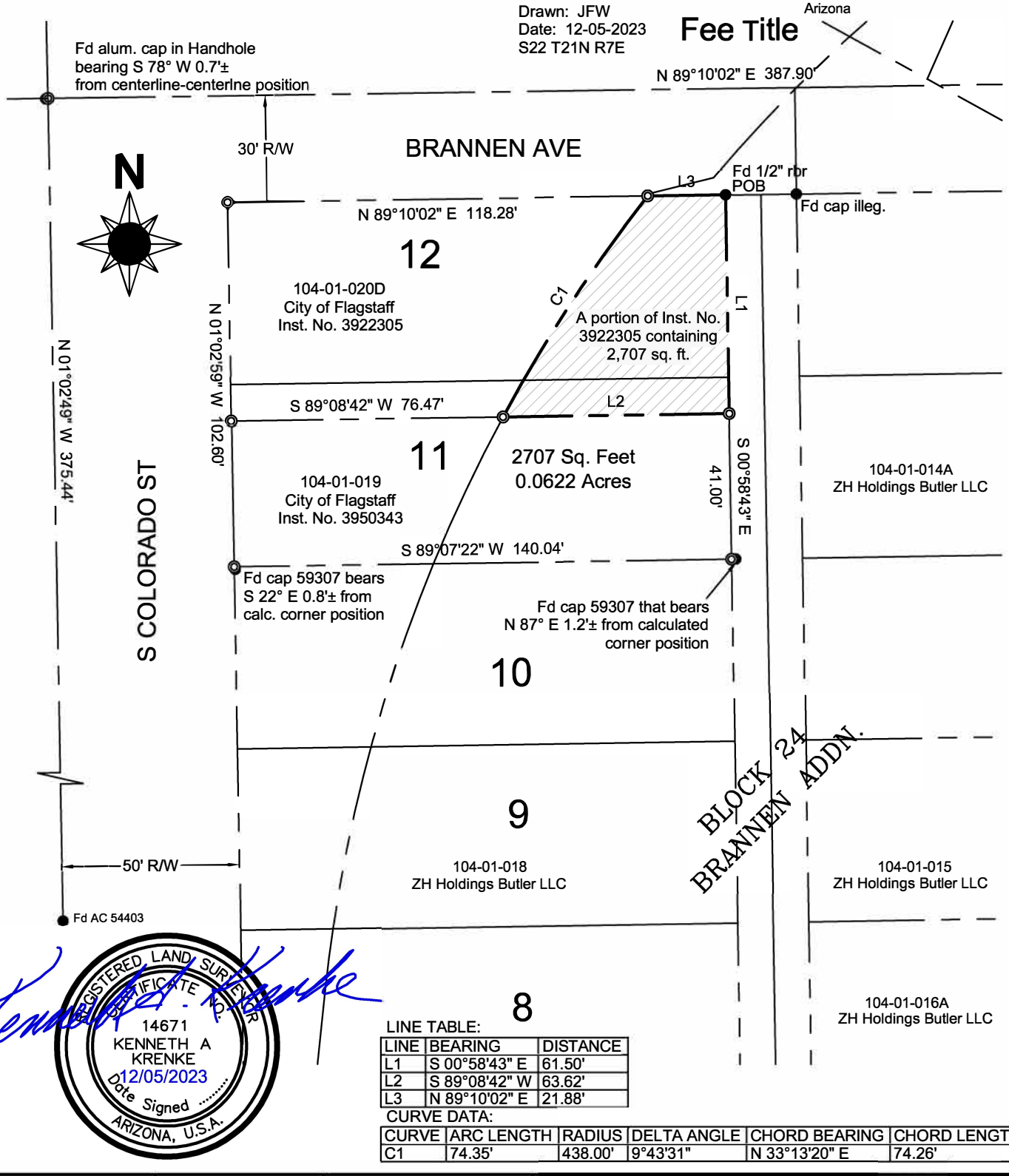
P.O. BOX 1401 / Flagstaff, Arizona 86002 / (928) 774-5058

EXHIBIT "E-1"

NES#21-112
104-01-020D
Crew: NES
Drawn: JFW
Date: 12-05-2023
S22 T21N R7E

A portion of Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona

Fee Title



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A
KRENKE
12/05/2023
Date Signed
ARIZONA, U.S.A.

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 00°58'43" E	61.50'
L2	S 89°08'42" W	63.62'
L3	N 89°10'02" E	21.88'

CURVE DATA:

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	74.35'	438.00'	9°43'31"	N 33°13'20" E	74.26'

Scale: 1" = 40' | Date: 12/05/2023 | Job No. 21-112

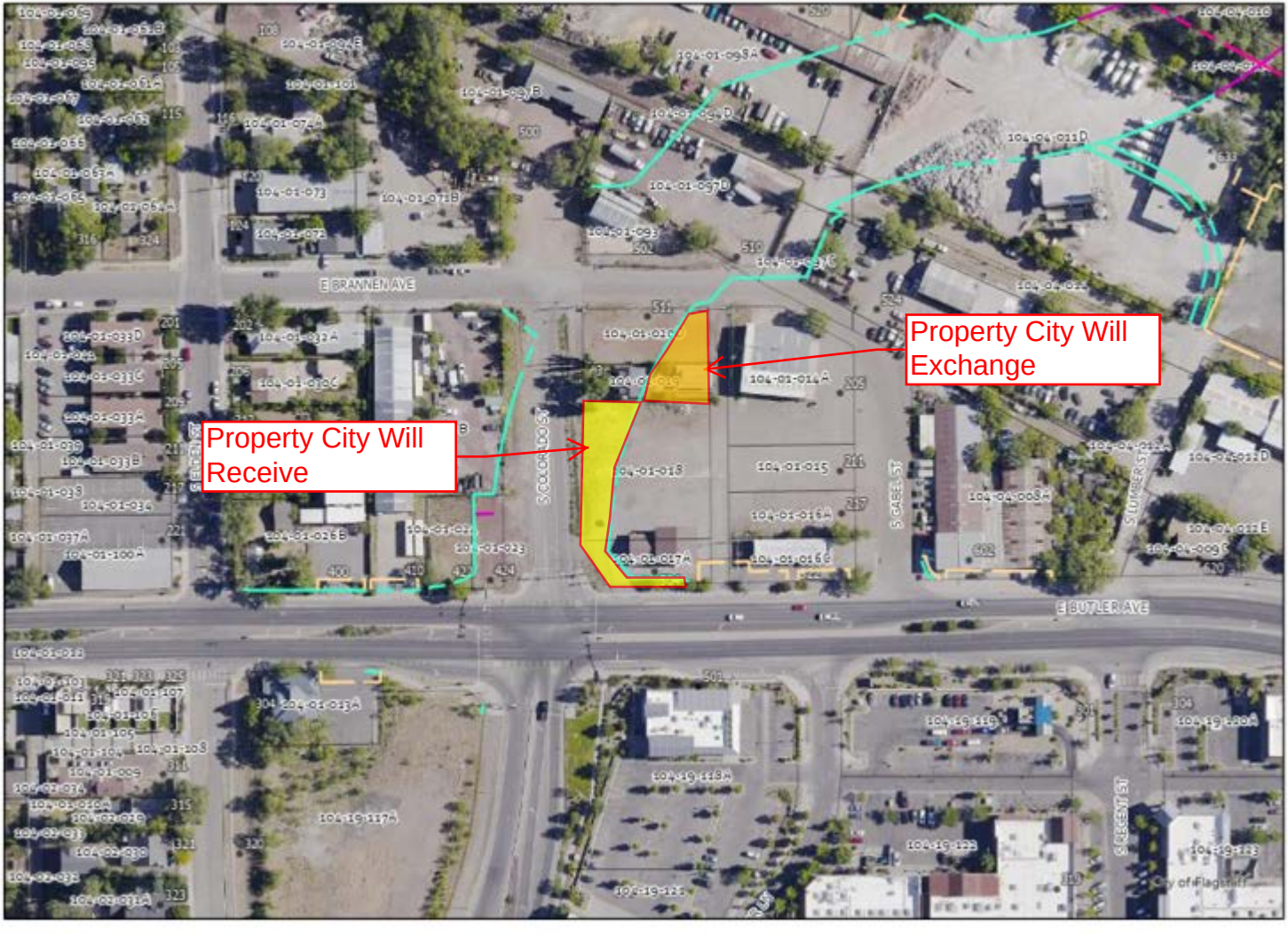
0' 40' 80' 120'

528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058

NORTHLAND EXPLORATION SURVEYS, INC.

Exhibit F

Lone Tree Right of Way limits



12. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Edward Schenk, Water Services Manager - Stormwater
Co-Submitter:	Rick Miller
Date:	01/30/2024
Meeting Date:	02/06/2024

TITLE:

Consideration and Adoption of Resolution No. 2024-01: A resolution of the Mayor and City Council of the City Of Flagstaff, Arizona, Recognizing the Watershed Alliance For The Rio De Flag (WARF)

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-01 by title only
2. City Clerk reads Resolution No. 2024-01 by title only (if approved above)
3. Adopt Resolution No. 2024-01

Executive Summary:

The Watershed Alliance for the Rio de Flag (WARF) watershed stakeholder group formed as a result of the 2018 WaterSMART grant to Friends of the Rio, a local Flagstaff non-profit, for advancing watershed planning. The stakeholder group helped create the WARF plan. The WARF is a watershed plan to support future grant applications by stakeholders, to increase coordination of projects and studies across jurisdictions, and to increase awareness and engagement in watershed stewardship, preservation, restoration and education in our communities. Stakeholders in this process have included Friends of the Rio, the City of Flagstaff, Coconino County, NAU, Arizona Game and Fish, Coconino National Forest, and others. The purpose of this Resolution today is to show the City of Flagstaff's recognition and support. On October 19, 2023 the Water Commission recommended that City Council approve the plan and the resolution. The plan has been reviewed by Planning, City Attorney's Office, and the City Manager's Office. Substantive City stakeholder engagement with this initiative was through the Stormwater Section and occurred between 2019 to the present.

Financial Impact:

There is no financial impact to the City by recognizing this watershed plan through a Resolution. The adopted plan will provide favorable scoring for future Bureau of Reclamation grant opportunities for those stakeholders who have recognized this plan.

Policy Impact:

This plan provides suggestions and recommendations but does not create policy or authority to create policy.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Environmental Stewardship - Actively manage and protect all environmental and natural resources
Environmental Stewardship - Provide environmental community outreach, education, and volunteer opportunities
Livable Community - Create a welcoming community through partnerships, strong neighborhoods, civic engagement, and resident participation
Inclusive & Engaged Community - Promote environmental justice & the fair distribution of environmental benefits

Carbon Neutrality Plan

WS-2 Improve ecosystem management for protection of water resources.
HF-6 Proactively manage for expected ecosystem transitions, including the potential threats to ponderosa pine forests. HF-1 Protect existing forests, resources, and meaningful open spaces.

Regional Plan

Goal E&C.3. Strengthen community and natural environment resiliency through climate adaptation efforts.
Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaff 's natural resources.
Goal WR.5. Manage watersheds and Stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Has There Been Previous Council Decision on This:

There have not been previous Council decisions on this topic. This was brought up as an informational only item at the April 26, 2022 Council Work Session.

Options and Alternatives:

Alternative 1: Adopt the drafted resolution recognizing the WARF Plan and WARF
Alternative 2: Delay adoption until any Council questions, comments, or concerns are addressed, if any
Alternative 3: Deny adoption of the drafted resolution

Background/History:

The Watershed Alliance for the Rio de Flag (WARF) was created as a stakeholder group after the 2018 award of a Bureau of Reclamation WaterSMART grant to the local non-profit Friends of the Rio. The purpose of the grant was to create a multi-party stakeholder group and related watershed plan that would serve to provide general recommendations and guidance on watershed management of the Rio de Flag. The development of this plan, and creation of the related stakeholder group, satisfies a recommendation of the Bureau of Reclamation for future WaterSMART grant submissions by stakeholders (including the City of Flagstaff if Council recognizes this plan through Resolution).

Key Considerations:

The WARF Plan and WARF stakeholder group provide general recommendations and suggestions. Neither are policy-making tools. The adoption of the WARF Plan by Council will allow staff to pursue future Bureau of Reclamation WaterSMART grants with a more favorable status.

Community Benefits and Considerations:

The WARF Plan provides a watershed level document that describes the Flagstaff area hydrology and Rio de Flag. Adoption of this plan will allow staff to pursue future watershed grants to address themes and projects identified within this plan. These include, but are not limited to, aquifer recharge studies, invasive plant management, public environmental outreach, flood control, and water quality.

Community Involvement:

The WARF group held a series of public meetings on the development of this plan. A website was also created early in the process and was updated as the plan was formulated over time (https://sites.google.com/site/watershedallianceforthe rio/home).

Attachments: Res. 2024-01
WARF Charter
WARF Plan
Presentation

RESOLUTION NO. 2024-01

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, RECOGNIZING THE WATERSHED ALLIANCE FOR THE RIO DE FLAG (WARF)

RECITALS:

WHEREAS, the Watershed Alliance for the Rio de Flag (WARF) was formed through the outcome of a Bureau of Reclamation grant to the Friends of the Rio De Flag organization to develop a Rio de Flag Watershed Plan and a watershed advocacy group; and

WHEREAS, the proposed WARF Membership comprises local and federal government agencies and non-profit organizations (City of Flagstaff, Coconino County, Coconino National Forest, Friends of the Rio de Flag, and others); and

WHEREAS, the WARF operates under the 501(c)3 status of the Friends of the Rio de Flag; and

WHEREAS, the WARF has adopted a Charter, attached herein as Exhibit A; and

WHEREAS, the WARF has conducted extensive community outreach resulting in the development of the Rio De Flag Watershed Plan. The Plan includes a draft prioritized list of watershed projects and is attached as Exhibit B.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The Mayor and Council supports the Rio de Flag Watershed Plan as a supporting document for future water and watershed grant applications and as component of the City's FEMA Community Rating Service (CRS) program.

SECTION 2. The Mayor and Council will, insofar as feasible through staff availability and capacity, support, participate, and/or coordinate grant opportunities for implementation of WARF projects.

SECTION 3. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of February, 2024.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:

Exhibit A – WARF Charter
Exhibit B – Draft Prioritized List of Watershed Projects

Watershed Alliance for the Rio de Flag

Charter

October 16, 2023

Background

The Watershed Alliance for the Rio de Flag (WARF) came together around the idea that the Rio de Flag and its watershed is an ephemeral river and riparian corridor connecting the Flagstaff area community providing a multitude of environmental, social, cultural and economic benefits, and that coordinating efforts to maintain and improve the Rio de Flag would benefit the community. The Friends of the Rio received a Bureau of Reclamation WaterSMART grant to develop a watershed group which became the WARF, and the *Rio de Flag Watershed Plan* was developed, which includes improvement projects for the Rio de Flag Watershed. The WARF will act as a self-governing umbrella organization in association with Friends of the Rio de Flag as the sponsoring organization.

Purpose of the WARF

The WARF promotes watershed health, benefits human and ecological communities, and increases public engagement through the development and implementation of the *Rio de Flag Watershed Plan*. The Alliance provides value by convening and coordinating dialogue among community members and leaders, government agencies, indigenous tribes and nations, and non-profit organizations, and by providing an opportunity to coordinate projects along the Rio de Flag. It is a forum and a working group for information sharing, education and outreach, planning and policy reform and for encouraging investment in collaborative watershed preservation and restoration/stewardship projects. The WARF harnesses the collective knowledge and networks of community members working on the watershed, ecosystem preservation, watershed function, and climate change adaptation and mitigation. Through these efforts, the Watershed Alliance seeks to ensure continuing the many important environmental and public health benefits of green and open space conservation.

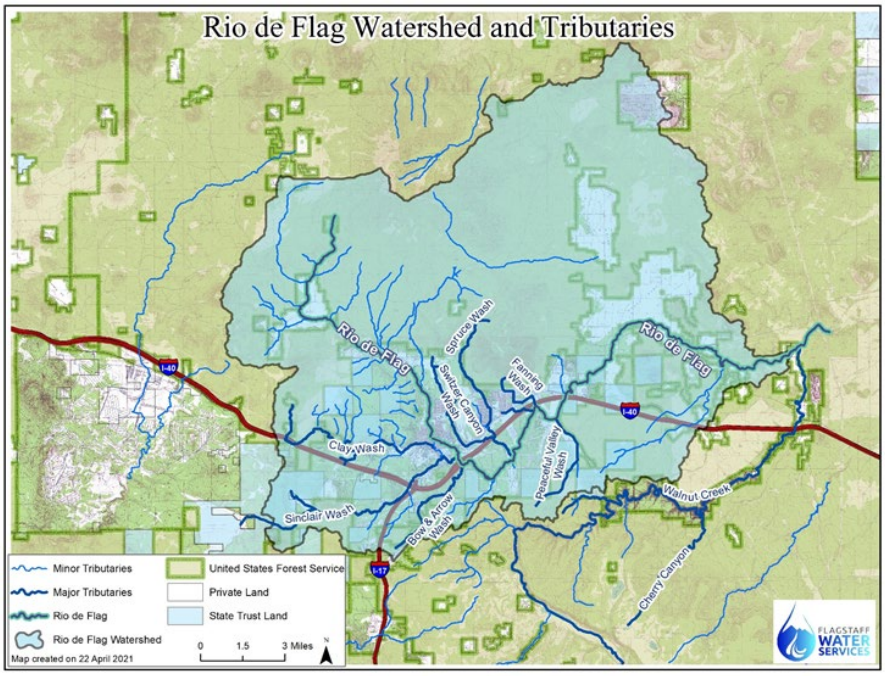
The WARF will coordinate partnership efforts on issues related to water supply, water quality, watershed function and ecological integrity, environmental justice, public use, education, awareness and engagement, by acting as a hub of information sharing, project planning, and collaboration.

The WARF may amend, add to and delete from the Rio de Flag Watershed Plan priority projects as becomes appropriate over time. The WARF may partner with other organizations to accomplish its objectives and complete projects. The sponsoring organization can be changed by mutual agreement of the WARF and the current sponsoring organization.

WARF mission statement:

"The Watershed Alliance for the Rio de Flag promotes watershed health, benefits human and ecological communities, and increases public engagement through the development and implementation of the Rio de Flag Watershed Plan"

Geographic Region and Operating Scale



Guiding Principles

As a long-term collaborative effort, the Steering Committee and Working Groups commit to following basic principles of successful collaboration. These include:

- Balance and inclusiveness
- Transparency
- Shared leadership, shared responsibility, shared funding, shared credit
- Outcome orientation and focus on collective impact
- Constructive and active participation
- Consensus-based decision making
- Treat one another with civility, respecting each other's points of view

Alliance Governance

The WARF is a multi-stakeholder collaborative effort open to any individual, organization, or public agency that shares a commitment to the goals and objectives of the WARF.

The WARF will meet at least quarterly. Meetings can include briefings or presentations of interest to the group, discussion of priorities and funding, general project prioritization, and review of progress on specific projects or the general direction of the WARF. Additional meetings may be called in response to funding opportunities or special needs of stakeholders. The purpose of the WARF is to promote grant opportunities for individual stakeholders, there is little expectation of general funding being available to the WARF or through the WARF.

Steering Committee/Core Team

The Steering Committee (SC) is the WARF's primary guiding body. The SC meets quarterly to advance the goals of the Coalition, share information, plan, evaluate its work and impact, celebrate its successes, and adapt its approaches to meet changing needs.

- **Purpose:** Provides strategic leadership for the Alliance, coordination among the partners, and guidance to the working groups.
- **Number of members:** 4 to 6
- **Qualifications/Expertise:** Diversity in member's areas of essential expertise and experience is desirable. Collectively, members provide racial, cultural, gender, socioeconomic, and other forms of balance.
- **Terms**: Members for the SC will be elected by the WARF for a two-year term.
- **Decision-making:** Decisions will be made by consensus whenever possible. Consensus is reached when everyone agrees they can accept whatever is proposed after every effort has been made to meet the interests of all participants. If consensus cannot be reached, points of agreement and disagreement will be noted, and SC will work with WARF members to determine how best to proceed.
- **Funding**: SC members may lead or support fundraising efforts for the WARF and its priorities.
- **Recruitment:** Elections of Steering committee members will be held at the first WARF meeting of the year. Approximately one half of the SC members will be up for election each year.
- **Removal of a SC member:** If a member of the Steering Committee is unable or unwilling to follow the guiding principles and/or fulfill the responsibilities outlined in the charter, they may resign from their position and/or be asked to vacate their seat. Any member who misses half or more of the meetings in a year without an excuse, may be asked to resign.

Project Implementation Coordination

Funding

- Initial funding to support the development of the Alliance was provided by the BOR WaterSMART program.

- The WARF may pursue grants and other forms of additional funding with the concurrence of the governing board of the sponsoring organization.
- The sponsoring organization will be responsible for handing and accounting for funding received by the WARF unless another member organization agrees in advance to handle the funds and accounting for a specific project or group of projects.
- The WARF may enter into agreements with other parties to implement projects in line with the purposes for which WARF was founded.

Communications

One of the primary tasks of the WARF is to communicate with partners and with the broader public. It is the responsibility of the Steering Committee to ensure consistency in this messaging. Communication with the public may include, but is not limited to: Special features in the Arizona Daily Sun, Earth Notes, social media, community open houses along the Rio de Flag where proposed projects would occur, special exhibits at Willow Bend, NAU, the Museum of Northern Arizona, Flagstaff Festival of Science, the Arboretum at Flagstaff, and Friday Art Walks.

Amending this Charter

The contents of this document reflect current conditions and context, opportunities, and interests of the partners. ~~The~~ Charter will be reviewed annually and may be modified, as needed, through agreement by the Steering Committee. Any modifications will have to be approved and formalized by the member organizations of the WARF before being approved.

Current members of the Steering Committee

a. Representatives of the land owners, managers and water rights holders including the following:
   City of Flagstaff – Water Services
   Coconino County - Community Development
   USDA Forest Service - Coconino National Forest
b. Representatives of local NGOs, including:
   Friends of the Rio de Flag
   Local interested residents elected by the members of the WARF – none at this time.

RIO DE FLAG WATERSHED PLAN

Community Watershed Planning from the San Francisco Peaks to San Francisco Wash

October 13, 2023



Prepared by:

Friends of the Rio de Flag

with grassroots grant program funding from:

U.S. Bureau of Reclamation, WaterSMART

(Sustain and Manage America's Resources for Tomorrow)

Table of Contents

EXECUTIVE SUMMARY 4
ACKNOWLEDGMENTS 5

INTRODUCTION 6
The Rio de Flag and How We Got Here 6
Why does the Rio de Flag need a plan? 7
Bureau of Reclamation WaterSMART Program and the Rio 8
A vision for the Rio de Flag Plan 8
PLAN SETTING: EXISTING PLANS AND STUDIES 9
Coconino County Comprehensive Plan 9
Flagstaff Regional Plan 2030 10
Northeast Area Master Drainage Plan 10
Water Conservation Strategic Plan 11
Flagstaff Trails Initiative 11

BACKGROUND 11
History, cultural ties, and human use within the watershed 11
Native peoples 12
European settlement 14
Water development within the watershed 18
Watershed setting 19
Ecosystems and ecology 20
Hydrogeology (Groundwater) 21
Surface Water 22
Floods 24
Stream Channels and Riparian Ecology 27
Natural Floodplain Function 28
Climate Responses and Projections 29
Forest Ecosystems and Fire 30

Beneficial plants vs. weeds – How they affect flood plain and watershed health and function 31
STREAM REACH DESCRIPTIONS 33
Reach 1 – RDF headwaters to Cheshire neighborhood 33
Reach 2 –Rio de Flag from Cheshire to Frances Short Pond 35
Reach 3 – Frances Short Pond to Sinclair Wash, Including Clay Wash 37
Reach 4: Rio de Flag in the Southside neighborhood to I-40 39
Reach 5: Rio de Flag from I-40 to Foxglenn Park 41
Reach 6: Rio de Flag from Foxglenn to Route 66 near Flagstaff Mall 43
Reach 7: Rio de Flag from Route 66 near Flagstaff Mall to the confluence of San Francisco Wash 45
Stakeholder engagement and interviews 46
Stakeholder and public workshops 47
Public workshops 47
Let's Get on Down to the Rio de Flag - Community Awareness, Celebration, and Engagement 48
Nature Elevated: Benefitting Native Ecosystems of the Rio de Flag Watershed 48
Sustaining and Healing Our Watershed 48
Rio for the People 48
Implementation and Beyond...Creating Stewardship 48

49
RECOMMENDATIONS & CONCEPTUAL PROJECTS 49
Overview 49
Suggested project results by reach and theme: 51
Watershed-wide Suggested Projects 52
Setting Goals: Recommendations and Projects 52
Goal 1. Increase integrated cultural, scientific, and historical understanding 53
Goal 2. Watershed health 54
Goal 3. Benefit human communities 56
Recreation, trails, and public use 57
Goal 4. Benefit native ecological communities 58
Goal 5. Public awareness and engagement 60
Goal 6. Sustainable funding stream 60
Priority conceptual projects: 60

Table 2. Initial Priority Projects derived from public meetings and WARF review. 61

63

PLAN IMPLEMENTATION, EVALUATION, AND REVISION 63

64

LITERATURE CITED 64

EXECUTIVE SUMMARY

The Rio de Flag originates as springs, seeps, and runoff on the slopes of the San Francisco Peaks above the city of Flagstaff, in northern Arizona. The mountain and the watercourse are intertwined in the long and vibrant history of this remarkably geographically diverse and arid region—in the stories of its peoples; in its formation by 'earth fire' and ice; in its immense cultural significance as a modern and ancient crossroads; and in the renowned advances in scientific and planetary understanding derived here, applied worldwide, and even extended out to our own solar system.

The purpose of the Rio de Flag Watershed Plan is to provide a guiding and living document for prioritizing and implementing stewardship/management, outreach, restoration, preservation, and conservation activities on the Rio de Flag. The document should provide insight into the values provided by the Rio and its watershed, the factors affecting those resources and the priorities placed on those resources by the community at large. The document also provides a vision for the Rio de Flag and the watershed that identifies key goals and objectives, goals may differ by reach of the Rio, depending on community needs and the potential of each reach to attain the goals. In the process of developing the plan 116 projects were suggested by the public and stakeholders. Seventeen of those suggestions are prioritized as a starting place for conservation and improvements in the watershed.

This plan and the development of the Watershed Alliance for the Rio de Flag was accomplished through a grant awarded to FoRio under the U.S. Bureau of Reclamation's WaterSMART: Cooperative Watershed Management Program.

ACKNOWLEDGMENTS

This watershed plan for the Rio de Flag reflects the great insight, hard work, and dedication of stewards, advocates, professionals, adventurers, admirers, and community and indigenous leaders, who care about the Rio de Flag—its ecological and cultural history, its peoples, lands and waters. Together, they hold a vision for the watershed's healthy future.

Friends of the Rio de Flag (FoRio) and members of the Watershed Alliance for the Rio de Flag (WARF) wish to acknowledge those who so generously and energetically contributed their time, effort, and ideas to make this collaborative restoration plan possible.

We also extend our deep concern and care for our extended northern Arizona family, especially the Hopi and Diné who have endured great difficulty and irreparable loss during the global SarsCOV2 pandemic that has overshadowed this watershed planning process.

We thank:

- Hopi Tribe: Max Taylor and James Duffield (retired)
- Southwest Decision Resources: Carrie Eberly, Andi Rogers, and Lisa Clark
- City of Flagstaff: Ed Schenk, Sara Dechter, Sharon Masek Lopez
- Coconino County: John Carr, Amanda Acheson,
- Coconino National Forest: Laura Jo West, Josh Peck
- Friends of the Rio de Flag Board Members
- Northern Arizona University: Abe Springer, Thomas Whitham, Denielle Perry
- Southside Community Association: Deborah Harris
- Arizona Trail Association: Matt Nelson, Julie Polovitch
- Springs Stewardship Institute: Larry Stevens
- Wild Arizona: Kelly Burke, Larry Stevens
- Malcolm Alter,
- Willow Bend Environmental Center

INTRODUCTION

The Rio de Flag and How We Got Here

The Rio de Flag originates as springs, seeps, and runoff on the slopes of the San Francisco Peaks above the city of Flagstaff, in northern Arizona. The mountain and the watercourse are intertwined in the long and vibrant history of this remarkably geographically diverse and arid region—in the stories of its peoples; in its formation by ‘earth fire’ and ice; in its immense cultural significance as a modern and ancient crossroads; and in the renowned advances in ecological and planetary understanding derived here. Northern Arizonans of today find themselves anchored in the stunning beauty of the Peaks, which literally bring down the rain and snow necessary to sustain life in this watershed.

Over 70,000 Flagstaff area residents now rely on the watershed of the Rio de Flag (Fig. 1), as a source of drinking water, for outdoor recreation and connecting to nature, and for a wide array of livelihoods. The Rio de Flag stream corridor hosts valuable riparian habitats fed by periodic runoff flows, natural springs, and city-produced effluent. The Rio also provides other vital services to the community in its capacity to process and absorb floods and stormwater. It is an important open space corridor for City residents, connecting communities and offering aesthetic and recreational enjoyment, making historical links to ancestral indigenous cultures, and providing habitat, cover, and movement corridors for wildlife.

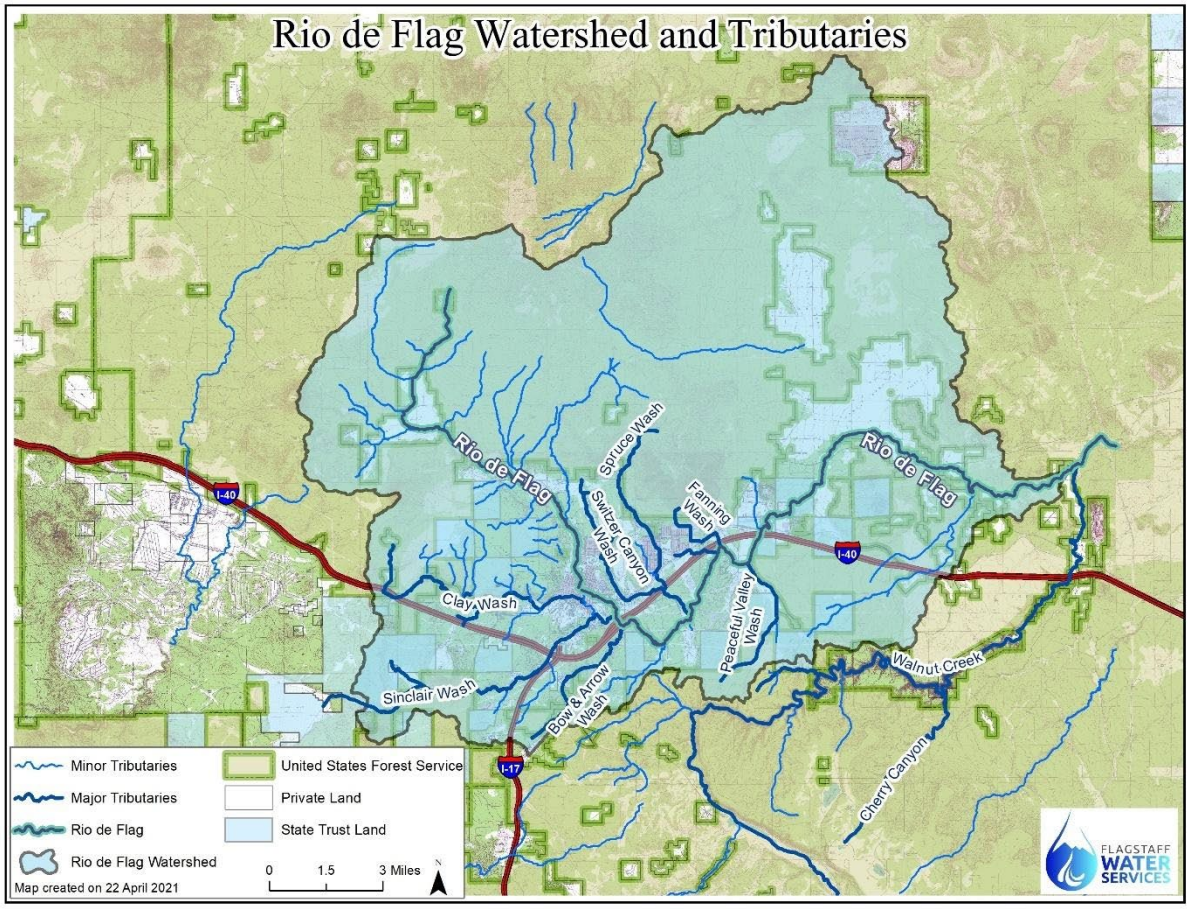


Figure 1. Watershed map of the Rio de Flag and major tributaries. (from Schenk et al. 2021).

Why does the Rio de Flag need a plan?

Interest in the Rio de Flag has increased in the last couple of decades due to the population growth in the watershed, a dramatic expansion of recreation, and increasing and inequitable impacts of flooding. Urban development has resulted in water supply concerns, stream channelization, erosion, and degradation of riparian ecosystems, which in turn increase flood risk and cause water quality concerns. Deeply controversial projects have arisen, such as the large-scale Rio de Flag Flood Control Project and the commoditization of city reclaimed water for snowmaking.

This watershed plan provides a means for coordinating practical, proven, and innovative solutions. Watershed planning for the Rio de Flag also needs to address many specific challenges: lack of awareness among the public, the effects of invasive species on aquatic and riparian ecosystems, trash and water pollution, inconsistent land ownership, regulatory disconnects between surface water and groundwater, and needs for community building, sustainable economies, and education. Likewise, maintaining trails and wildlife movement corridors, restoring and enhancing natural systems, and

supporting environmental justice and education, aesthetics, access to open space, and sustainability are forward-looking aspects of watershed planning.

Over the last several decades, cities such as Albuquerque, Durango, Farmington, Santa Fe, and San Antonio have realized the enormous public benefits provided by their rivers. These cities have invested money in purchasing land and easements, trail systems, in-stream flows rights, and beautification – all of which have led to quality of life improvements for citizens, property value increases, and significant growth in tourist revenues. The Rio de Flag has the potential to be a similar amenity and centerpiece for the City of Flagstaff and surrounding communities.

Bureau of Reclamation WaterSMART Program and the Rio

The U.S. Bureau of Reclamation's WaterSMART: Cooperative Watershed Management Program provides a framework to create a legacy of conservation stewardship and restore trust with local communities, by providing funding to grassroots, local watershed groups, and encouraging diverse stakeholders to develop collaborative solutions that address their water management needs.

Flagstaff-based nonprofit Friends of the Rio de Flag (FoRio) recognized the need for watershed planning, in part as other planning processes, and the pressing climate and social issues in the Rio de Flag's headwaters and along its channel and tributaries, have produced numerous important projects and studies, by multiple entities and agencies. The WaterSMART program presented a compelling opportunity to begin.

A vision for the Rio de Flag Plan

The Watershed Alliance for the Rio de Flag (WARF) watershed stakeholder group formed as a result of the 2018 WaterSMART grant to FoRio, for advancing watershed planning.

The intent for the watershed plan, as recognized by the WARF is to be a living document, to adaptively guide policies/management plans, to increase coordination of projects and studies across jurisdictions, and to increase awareness and engagement in watershed stewardship, preservation, restoration and education in our communities. To ensure a comprehensive approach to planning that would include all of the communities, neighborhoods, and people of the watershed, the watershed was divided into subwatersheds defined by reaches along the main channel of the Rio de Flag (see *Stream Reach Descriptions* below). The reaches reflect variability along the length of Rio de Flag drainage in terms of channel type, land use and ownership, and challenges and opportunities for watershed projects and protections.

The plan provides a vision for the Rio de Flag and the watershed through attaining the following six goals developed by the WARF:

- *Goal 1: Increase integrated cultural, scientific, and historical understanding of the Rio de Flag watershed*
- *Goal 2: Protect and enhance Rio de Flag watershed health to deliver ecosystem services to future generations*
- *Goal 3: Benefit human communities of the Rio de Flag watershed*
- *Goal 4: Benefit native ecological communities of the Rio de Flag watershed*
- *Goal 5: Increase public awareness and engagement to strengthen the community's connection to the Rio de Flag watershed*
- *Goal 6: Create a sustainable funding stream for the Rio de Flag watershed*

This watershed plan first summarizes the plan's foundation within existing plans and studies, provides available background information, and presents the expert, stakeholder, and public input gathered during the watershed planning outreach process. This information collectively informs implementing the WARF vision through a series of 141 conceptual projects.

PLAN SETTING: EXISTING PLANS AND STUDIES

Numerous plans and studies fall within the hydro-geography of the Rio de Flag watershed. This section reviews five key plans that directly relate to watershed plan implementation objectives in the near future. See Appendix 2 for a review of the full suite of plans and studies that provide a larger framework for watershed protection and restoration and may also create opportunities for synergistic integration during WARF Plan implementation.

Coconino County Comprehensive Plan

The Coconino County Comprehensive Plan (CCCP) was adopted in 2015 and provides a broad plan for development, growth, recreation, and environmental stewardship at the county level. The CCCP intersects with the WARF because large portions of the Rio de Flag watershed fall within the county and are affected by this county-wide plan. Future development, parks, open space, and environmental initiatives set by the CCCP will have impacts on implementation of the WARF Plan and on the health of the Rio de Flag watershed in general. Future iterations of the CCCP can incorporate objectives and projects identified in the WARF Plan into county planning and policies. Key overlapping areas of concern include Baderville/Fort Valley development, Doney Park development, Fort Tuthill management, and general forest and watershed

stewardship. The CCCP can be found online at:
https://www.coconino.az.gov/1111/Comprehensive-Plan

Flagstaff Regional Plan 2030

The Flagstaff Regional Plan is a rolling thirty-year plan that is updated every 5 to 10 years. The plan is similar in scope to the Coconino County Comprehensive Plan in that it provides broad guidance for development, recreational opportunities, open space, and environmental stewardship. The Regional Plan can help guide WARF activities but is also an opportunity for WARF input into future versions of the plan through public comment as well as direct conversations with the Planning Division. Portions of the Regional Plan are insightful for strategizing WARF projects. For example, the JW Powell road extension is already broadly planned for southeastern Flagstaff. By analyzing the general goals of the road extension, the WARF can produce potential open space projects or initiatives and also engage city planners regarding the best ways to preserve or enhance riparian corridors. The Regional Plan is administered by the City of Flagstaff. More information about the current plan (ratified in 2014 for 2030 goals) can be found online here:
https://www.flagstaff.az.gov/2936/Flagstaff-Regional-Plan-2030

Northeast Area Master Drainage Plan

The Northeast Area Master Drainage Study (NEAMDS) is a planning document of the City of Flagstaff Stormwater Section that was completed in 2009. NEAMDS is less of a strategic plan and more of a list of potential drainage projects based on known flooding and drainage issues within the city. The plan provides important flood risk perspective to the WARF. Although it is becoming dated as projects are completed, NEAMDS is still important as a historic drainage improvement document. Completed drainage improvements that were based on the NEAMDS plan include the Fanning Wash channel improvement from Lockett to Linda Vista, the Soliere Drive low water crossing at Steve's Boulevard, and the Linda Vista culvert upsizing at Spruce Wash. Future iterations of drainage plans could be developed with input from the WARF plan in terms of ecological health and community stream amenities. Phase 1 of NEAMDS (there were three reports completed in phases) is available online here:
https://www.flagstaff.az.gov/DocumentCenter/View/55395/PhaseIReportFinal?bidId=

Water Conservation Strategic Plan

The Water Conservation Strategic Plan (WCSP) is administered by the Flagstaff Water Services Division and was adopted by City Council in late 2020. This plan provides strategies for reducing water consumption, reusing water, and monitoring future water development. The WCSP is important for the WARF Plan, because it provides one of the only written plans in the watershed for reducing water consumption and it addresses the water reuse. The WCSP can be found online here: **https://www.flagstaff.az.gov/DocumentCenter/View/65417/City-of-Flagstaff-Water-Conservation-Strategic-Plan_2020_FINAL?bidId=**

Flagstaff Trails Initiative

The Flagstaff Trails Initiative (FTI) is a regional plan created in 2019 by the US Forest Service, Coconino County, City of Flagstaff, and local advocacy groups. The plan is administered by a separate non-profit group with the same name as the plan (FTI). The purpose of the FTI is to provide broad and specific planning for future recreational trails in the Flagstaff area that cross jurisdictional boundaries. The FTI share with the WARF a desire for greater community benefits and amenities, recreational opportunities, and sustainable stewardship of the land. Many of the trails that exist or are planned under FTI are along streams and washes of the Rio de Flag watershed. Collaboration between the FTI and WARF could provide synergistic benefits for specific projects as well as future planning and fund raising. More information can be found online at: **http://flagstafftrailsinitiative.org/**

BACKGROUND

History, cultural ties, and human use within the watershed

Despite the scarcity and limited extent of surface water, the streams, wetlands, and springs of the Rio de Flag watershed have been immensely important in the human history of northern Arizona. Indigenous peoples and their ancestors have been continuously bound to the watershed's unique hydrology. Its climate and location influenced the explorations of Europeans that were followed by early natural science expeditions, by trading, ranching and logging operations, and by the siting of the community that eventually became Flagstaff.

The Rio de Flag has had several modern names. The earliest European name was recorded by Amiel Whipple in 1853 where the "Rio San Francisco" was described as a

small stream flowing south from the Peaks into a great valley (Cline 1976). Early (1890 through 1910) Sanborn Fire Insurance Maps simply labeled the Rio “dry creek.” Early newspapers, such as the Coconino Sun, called it “River de Flagstaff”, which eventually metamorphosed into the contemporary use of ‘Rio de Flag’.

The many tributaries of the Rio de Flag remained largely unnamed by modern occupants until the nation-wide development of the National Flood Insurance Program administered by the Federal Emergency Management Agency (FEMA). After the National Flood Insurance Act pf 1968, many tributaries were named for regulatory reasons. The adopted stream names were usually based on nearby streets (e.g. Clay Avenue Wash, Spruce Avenue Wash). Exceptions include Sinclair Wash, Peaceful Valley Wash, Switzer Canyon, and Schultz Creek. All these tributaries were large enough to have been named prior to floodplain regulations.

Native peoples

Nomadic hunter-gathers seasonally occupied the Rio de Flag watershed during the Archaic period (9,000 to 2,400 years before present) (Roberts 2008). The earliest known year-round inhabitants of the Rio de Flag watershed were the Sinagua peoples who occupied nearby Walnut Canyon between 600 and 1400 A.D. Remnants of this time include the cliff dwellings at Walnut Canyon as well as pictographs and petroglyphs within the Rio de Flag watershed, most notably at Picture Canyon (Figure 2) and at several undisclosed sites throughout the watershed. Potsherds found in the Fort Valley area indicate that the Sinagua used the Rio de Flag and associated headwater springs at least seasonally and possibly over a long period (Hailey 2020). More recently, from 1100 to 1250 A.D. the area around Wupatki National Monument, just north of the RDF watershed, was inhabited by Kayenta Ancestral Puebloans, the Sinagua, and the Cohonina (Babbitt and DeGraff, 2009). Inhabitants of the Wupatki area made use of the fertile soils generated by the eruption of Sunset Crater (burnt timbers from cultural features were carbon dated for volcanology studies), and they may have abandoned the area following soil nutrient depletion.



Figure 2. Petroglyphs along the Rio de Flag in Picture Canyon Natural and Cultural Preserve. (Photo credit - Friends of the Rio de Flag).

The San Francisco Peaks have been and continue to be central to cultural identity of at least 12 Native American tribes, whose traditional ceremonies and observations related to the Peaks still occur today. The current lands of the Diné and Hopi are the closest in proximity to the Rio de Flag watershed. The two tribes also have significant numbers of members residing within the Rio de Flag watershed, whose presence creates a link with the landscape, the waters, and watershed values, reaching back to the tribes' origins and forward into the future. The Hopi Tribe highly values native plants in the watershed in the context of ethnobotany and regularly collects plants here for traditional cultural practices.

European settlement

Permanent settlement in the Rio de Flag watershed only began in the 1880s when a small community developed around Antelope Spring (Old Town Spring) near the base of what is now called Observatory Mesa. The ‘sky island’ of ponderosa pine forests provided timber and water that could not be found for hundreds of miles in either direction along the rail route. Consequently, Flagstaff became a focal point for railroad workers, supplies, and trade with the local Indigenous communities.

The first train arrived in the Flagstaff area in 1882. At that time the community consisted of two stores, two hotels, three restaurants, and over 20 saloons and dance halls (Hailey 2020). By 1883, most of the development moved to the more open and flat area that is today’s downtown Flagstaff. This move was made permanent when a large fire destroyed most of Old Town.

Ironically, the flat space of today’s downtown was created as a natural outwash plain from the steeper slopes of the Peaks, Dry Lake Hills, and Observatory Mesa. The town was literally being built on a floodplain.

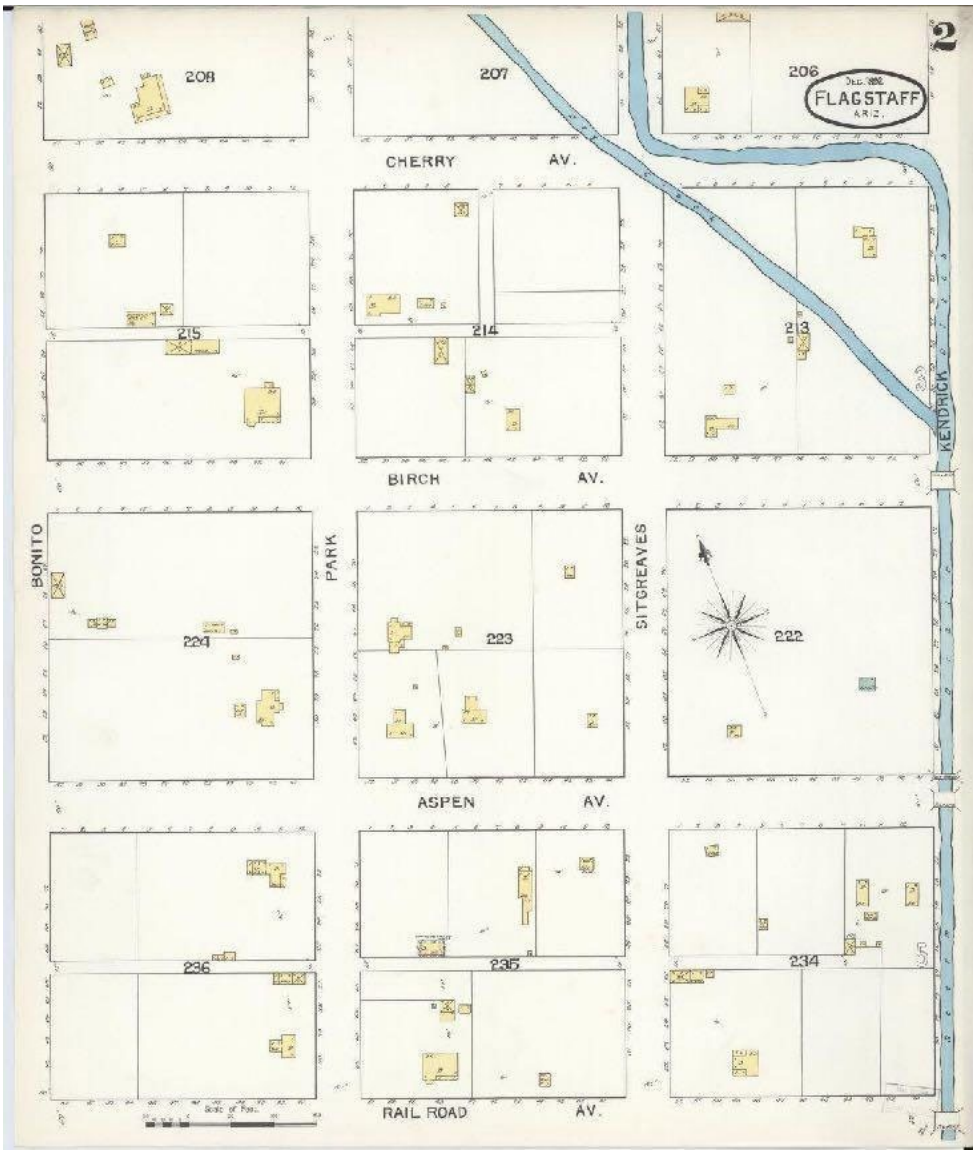


Figure 3. An example of the Rio de Flag and an associated drainage ditch in the middle of the road, Flagstaff 1892. Sanborn Fire Insurance Map 1892.

Nevertheless, when a natural climate shift after 1900 brought much wetter weather to Flagstaff, early residents realized all too soon, the Rio de Flag was a stream to be taken seriously (Figs. 4, 5).



Figure 4. The Rio de Flag in the heart of Flagstaff, 1900. Image from Northern Arizona University, Cline Library Digital Collections NAU.PH.91.21.7.



Figure 5. A view west along Aspen St. during the 1903 flood. Image from Northern Arizona University, Cline Library Special Collectoins: NAU PH 72.

Sanborn Fire Insurance Maps from 1890 and 1892 show the Rio de Flag flowing through the northern part of Flagstaff's Southside neighborhood. The 1892 and 1901

Sanborn maps show the creek running south across the railroad tracks, then southeast from Phoenix Avenue to Leroux Street, then east for six blocks between Cottage and Brannen going toward the railroad yard (Fig. 6).

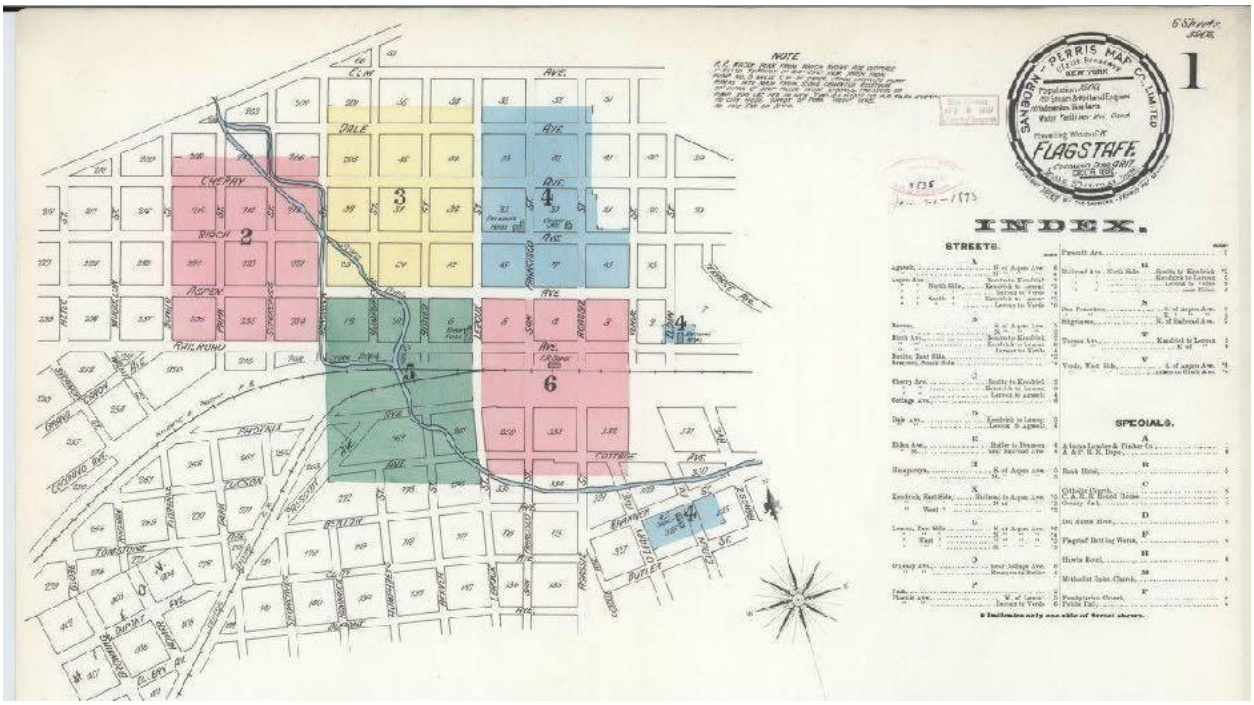


Figure 6. A map of the Rio de Flag and Flagstaff in 1892. (Sanborn Fire Insurance Map 1892). Note the original alignment of the Rio through the Southside neighborhood as well as the diversions north of the tracks.

Scant historical accounts describe relocation of the Rio de Flag channel for varying reasons and in various ways sometime after 1901. They are consistent in saying that the steam was moved into a new hand dug channel running through the southside. Since the channel was relocated, the Southside has experienced many flooding events. However, the Sanborn maps indicate that, while re-alignment of the Rio through the middle and south part of Southside did exacerbate flooding in the Southside, a portion of the neighborhood would have historically been in a floodplain regardless of channel realignment.

The current and ongoing Rio de Flag Flood Control Project will reduce long standing flooding issues for both the downtown and Southside communities.

Water development within the watershed

Most of the early water development in the watershed occurred to support the establishment of Flagstaff.

The largest early project was an inter-basin water transfer, the movement of water from the Inner Basin high on the San Francisco Peaks to the Rio de Flag watershed to provide drinking water to Flagstaff. In the Inner Basin, Jack Smith Spring was the first spring developed for water consumption. In 1898, Mayor Julius Abineau commissioned a crew to build a 6-inch water pipeline from the Inner Basin to Flagstaff (City of Flagstaff Water Services internal files). Improvements and expansion of the pipeline continued through the early 1900s.

From 1903 to 1905, T.A. Riordan developed the dam that created Lake Mary. This reservoir sits within the Walnut Creek drainage. Like the Rio de Flag, Walnut Creek is a tributary to San Francisco Wash that eventually flows into Canyon Diablo. The Lake Mary reservoir originally supplied water to a lumber mill, but later the water was piped into the Rio de Flag watershed to provide a second reliable source of drinking water to Flagstaff.

As of 2018, 5% of the City's water comes from Inner Basin springs, 22% comes from Lake Mary, and 73% comes from groundwater wells. Much of this water is transferred from outside of the Rio de Flag watershed, used as municipal water, treated as wastewater, and released as reclaimed water into the Rio de Flag. The first beneficial use of reclaimed water in the watershed occurred in 1966 when the City ran a line from Wildcat Reclamation Plant to the Continental Golf Course. The reclaimed system expanded slowly after that, providing water to irrigate turf at other golf courses, school ball fields, and the NAU campus, and for snowmaking at the Arizona Snowbowl ski area. The reclaimed water system has since kept up with increasing demand in the past 15 years, as water conservation efforts moved landscaping and parks away from potable water.

When Flagstaff was originally developed around the Atlantic and Pacific Railroad, one of the first products provided to the railroad from the region was timber. The first lumber mill of record was the Ayer Mill created in 1881 near modern-day Lake Mary to provide railroad ties to the new trans-continental railroad (Denis Riordan purchased the mill in 1887 and renamed it the Arizona Lumber and Timber Company (Cline Library 2021). The two largest rail lines were the Arizona Mineral Belt and Central Arizona Railroads, neither of which exists today but their legacies live on in the many forest roads that follow the old rail alignments. Logging and milling operations in and around the

watershed were highly active from the creation of the Arizona Lumber and Timber Company through the early 1950s, with greatest timber activity occurring early in the century. The last active lumber mill in Flagstaff closed in 1993.

Watershed setting

The Rio de Flag watershed is generally situated on the southern portion of the San Francisco Peaks (Mount Humphreys, Agassiz, and Fremont The Rio de Flag is a sub-watershed of the Little Colorado River watershed, which in turn is part of the greater Colorado River watershed. The Rio de Flag watershed abuts the Verde River watershed to the west and the Colorado River watershed to the north. For the purposes of this plan, the focus is on the watershed of the Rio de Flag and its tributaries from their headwaters to the Rio de Flag's confluence with San Francisco Wash (Figure 7).

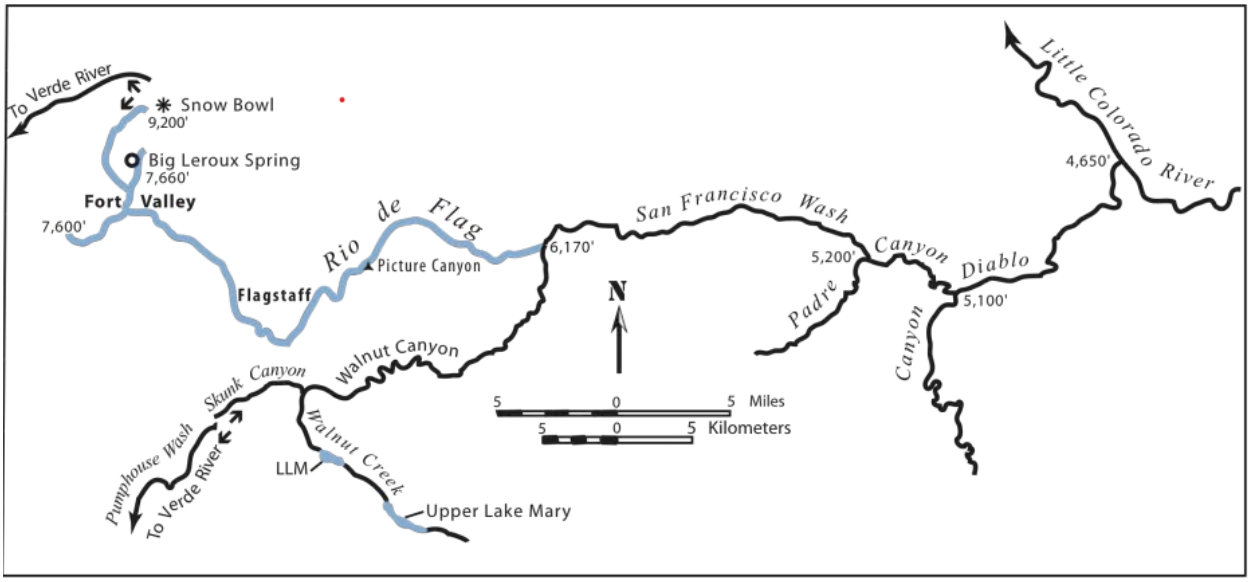


Figure 7. Sketch map showing the Rio de Flag (blue) and associate streams and washes draining to the Little Colorado River. Adapted from Holm (2019).

The Rio de Flag headwaters are dominated by the San Francisco Peaks, Dry Lake Hills, and Mount Elden, a complex of volcanoes, lava domes, and related features within the region's extensive San Francisco Volcanic Field. Volcanic activity began here in the early Pleistocene, about 2.6 million years ago. The most recent eruption formed Sunset Crater only 930 years ago and notably was recorded in the oral traditions of indigenous peoples (Waring 2018). The volcanic flows make up a considerable portion of the watershed and also create a dramatic elevation gradient from the highest point in Arizona at 12,633 feet, down to 6,170 feet at the confluence with the San Francisco Wash (Holm 2019). This gradient not only plays a key role in the biogeography of the watershed (the distribution of plant life), but it also figures in the very history of our scientific understanding of life zones, biomes, and ecosystems. The average

precipitation in the Rio de Flag watershed is 22.4 inches (Leao and Tecle 2005). However, the majority of this rain and snow evaporates and infiltrates into the cinders or karst limestone. Very little surface water, less than 5% of precipitation, flows on the natural landscape.

Ecosystems and ecology

Most of the Rio de Flag watershed falls within the largest contiguous ponderosa pine forest in the world, an ecosystem that stretches across 2 million acres in Arizona and New Mexico. This ecosystem is unique for having a very low rainfall-runoff ratio due to climate, soils, vegetation, and geology. This low rainfall-runoff ratio is part of the reason there are few perennial surface water features despite a relatively high average annual precipitation.

The Rio de Flag watershed encompasses ecosystems that include alpine tundra, spruce-fir forest, ponderosa pine forest, and pinyon-juniper woodlands. Relatively rare habitats found within the watershed include caves, old growth forests, springs, wet meadows, and escarpments.

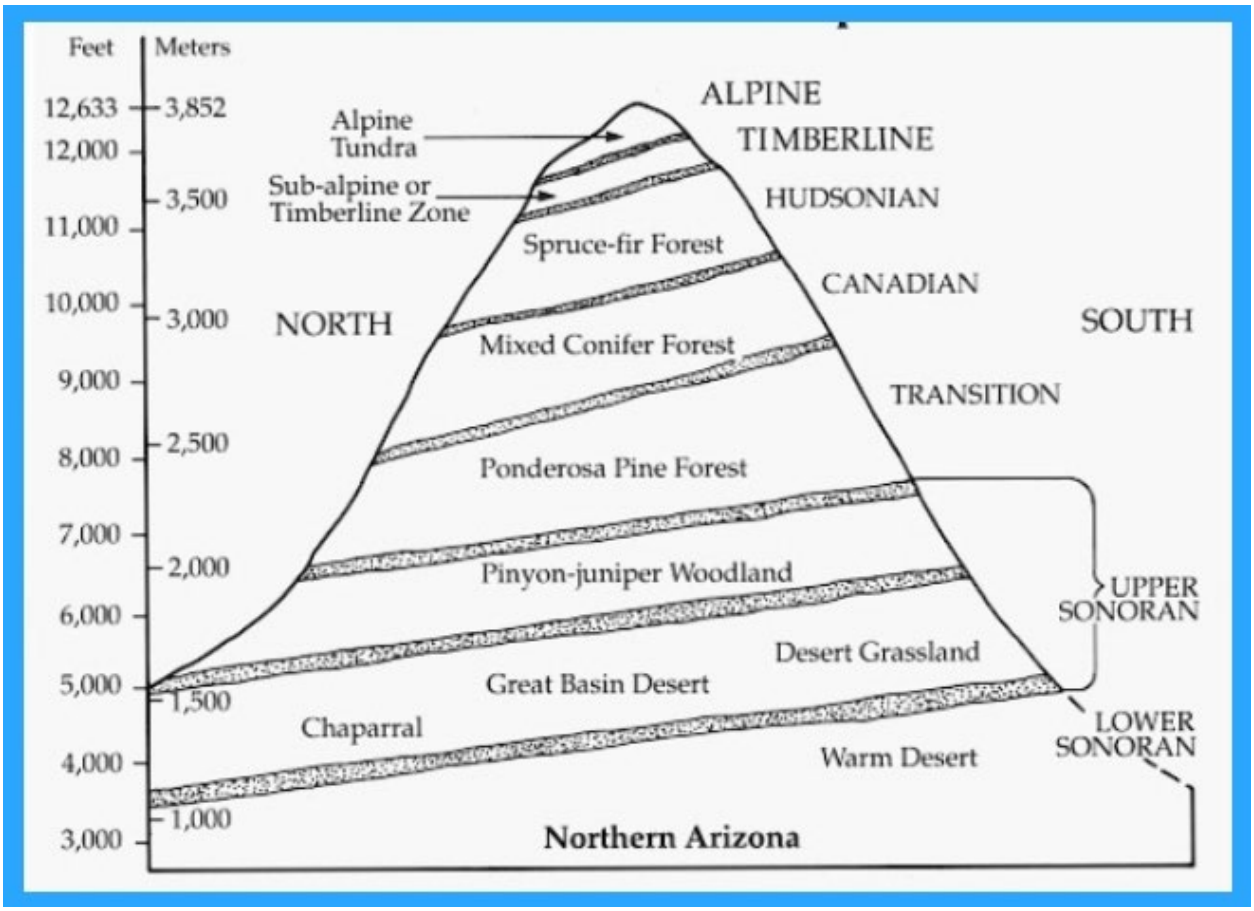


Figure 8. Merriam's life zones in the San Francisco Peaks area. Modified from Merriam (1890).

Hydrogeology (Groundwater)

The hydrogeology of the Flagstaff area and the Rio de Flag is dominated by the igneous rocks of the San Francisco Peaks, related lava flows and cinder fields, debris flows, and alluvial fans, and the sedimentary karstic Kaibab Formation, which underlie the area. Moenkopi Formation is exposed to a limited extent, primarily around the margins of McMillan Mesa. Karst is defined as rock layers that are readily dissolved by weak acids, such as rainwater, and exhibit features such as dissolution cavities and enlarged fractures. The Kaibab Formation (a.k.a. Kaibab Limestone) is mostly made up of highly fractured and weathered limestone. Both the igneous and karst formations have high water infiltration rates, which is one of the reasons that the Rio de Flag is mostly ephemeral or intermittent at best (Hill et al. 2018).

Groundwater flow does not necessarily follow the same pathways as the surface water flow, due to geologic structural controls such as faults, fractures, and the orientation of rock layers. While the Rio de Flag is part of the Little Colorado River surface drainage,

once water sinks into the subsurface it may flow toward the Verde River. The groundwater flow path depends on where water infiltrates within the surface watershed. For example, the upper Sinclair Wash sub watershed overlies the groundwater divide between the Verde River and Little Colorado River groundwater basins, so that water that infiltrates here may flow in groundwater to the Verde Valley.

Surface Water

Surface water resources are strikingly limited along the Rio de Flag and throughout the watershed due to the conditions described earlier. Perennial waters include springs and spring brooks. Reclaimed wastewater effluent discharged from two wastewater treatment plants supports aquatic and riparian habitats along the Rio de Flag in Picture Canyon (maintained through an agreement of the City of Flagstaff with the Arizona Game and Fish Department), the Rio de Flag near Interstate 40, and the Frances Short Pond near downtown Flagstaff. Natural flows occur during most spring seasons as snowmelt allow ephemeral and intermittent channels to flow throughout the watershed. Summer monsoonal storms also produce brief runoff events.

Surface water resources are monitored using streamflow gauges and precipitation gauges operated by the City of Flagstaff, Coconino County, and Northern Arizona University. These gauges replaced US Geological Survey gages that were operated between 1969 and 1980 (Hill et al. 1988).

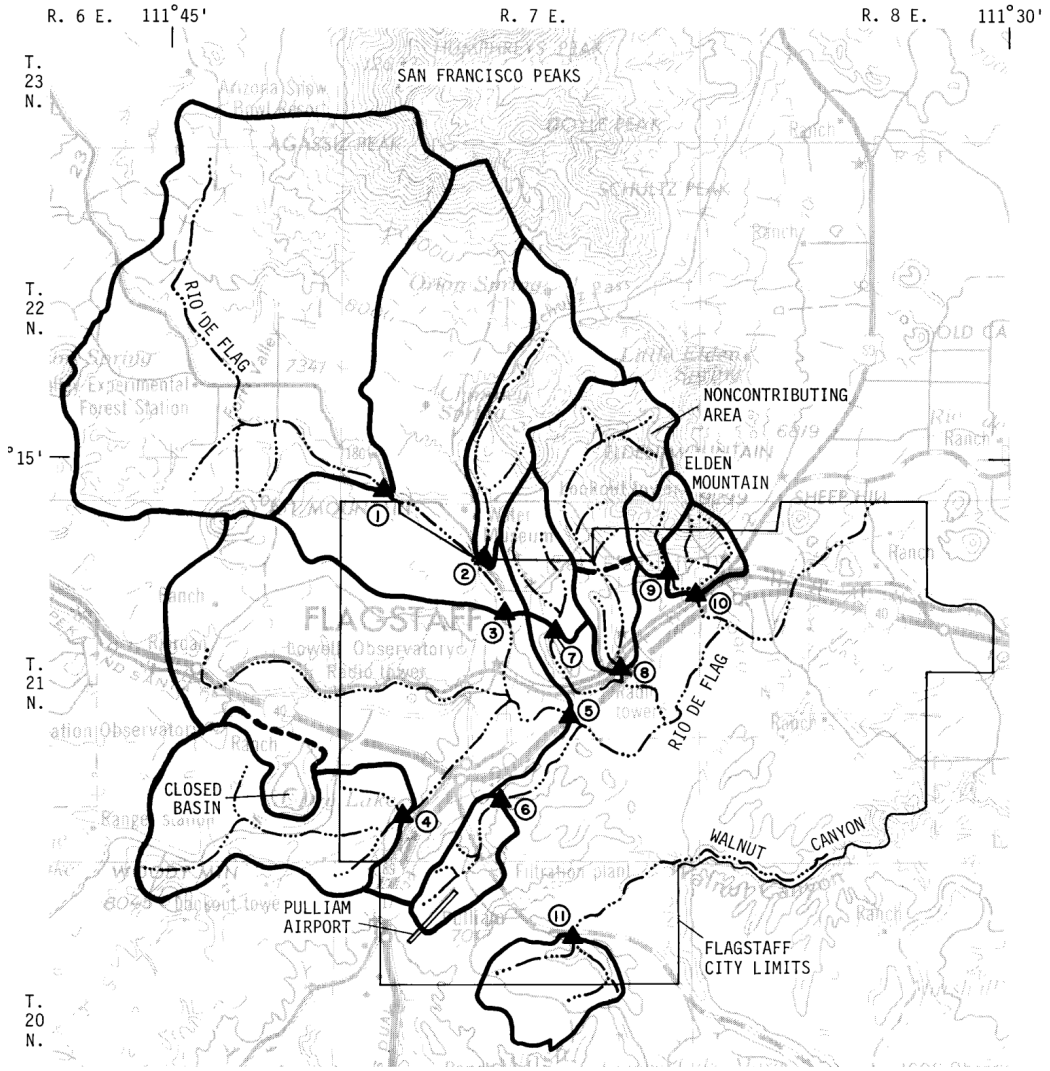


Figure 9. Map of historical streamflow gauges within the Rio de Flag watershed, 1969 -1980 (Hill et al. 1988).

1. *Rio de Flag at Hidden Hollow Road near Flagstaff*
2. *Shultz Canyon at Flagstaff*
3. *Rio de Flag at Flagstaff*
4. *Sinclair Wash at Flagstaff*
5. *Rio de Flag at Interstate 40 at Flagstaff*
6. *Bow and Arrow Wash at Flagstaff*
7. *Switzer Canyon at Flagstaff*
8. *Switzer Canyon tributary at Flagstaff (a.k.a. Spruce Wash)*
9. *Lockett-Fanning diversion at Flagstaff*
10. *Harenberg Wash at Flagstaff*
11. *Fay Canyon near Flagstaff*

A preliminary update to the surface water gauge network was completed in 2021 by the City of Flagstaff. The data report, based on 2008 to 2019 data, indicates that FEMA Flood Insurance Study (FIS)-predicated flows are twice to several times higher than actual flows (FEMA 2010; Schenk et al. 2021). Continued stream monitoring will be required to see if this trend continues during wet years.

Floods

For the Rio de Flag watershed urban areas are primarily in Fort Valley, City of Flagstaff, and Doney Park. Frequently flooded areas are identified, prioritized, and mitigated by the city and county for their respective jurisdictions (Figure 15). These flood hazard areas are consistent with findings of the Coconino County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) (Coconino County 2021).

The MJHMP contains complete maps of known flood hazards, description of known flood hazards, and discussion of past floods. The MJHMP also includes assessment of less frequent floods, assessment of areas likely to flood, and description of other natural hazards. Each hazard and its community impact is identified in the MJHMP's hazard assessment, including impacts of hazards on the following:

(1) Life, safety, health, procedures for warning and evacuation
(2) Public health including health hazards to floodwaters/mold
(3) Critical facilities and infrastructure
(4) The community's economy and tax base, and
(5) Number and type of affected buildings.

The MJHMP also describes Areas that provide natural floodplain functions, Development/redevelopment/Population Trends, and the impact of future flooding conditions.

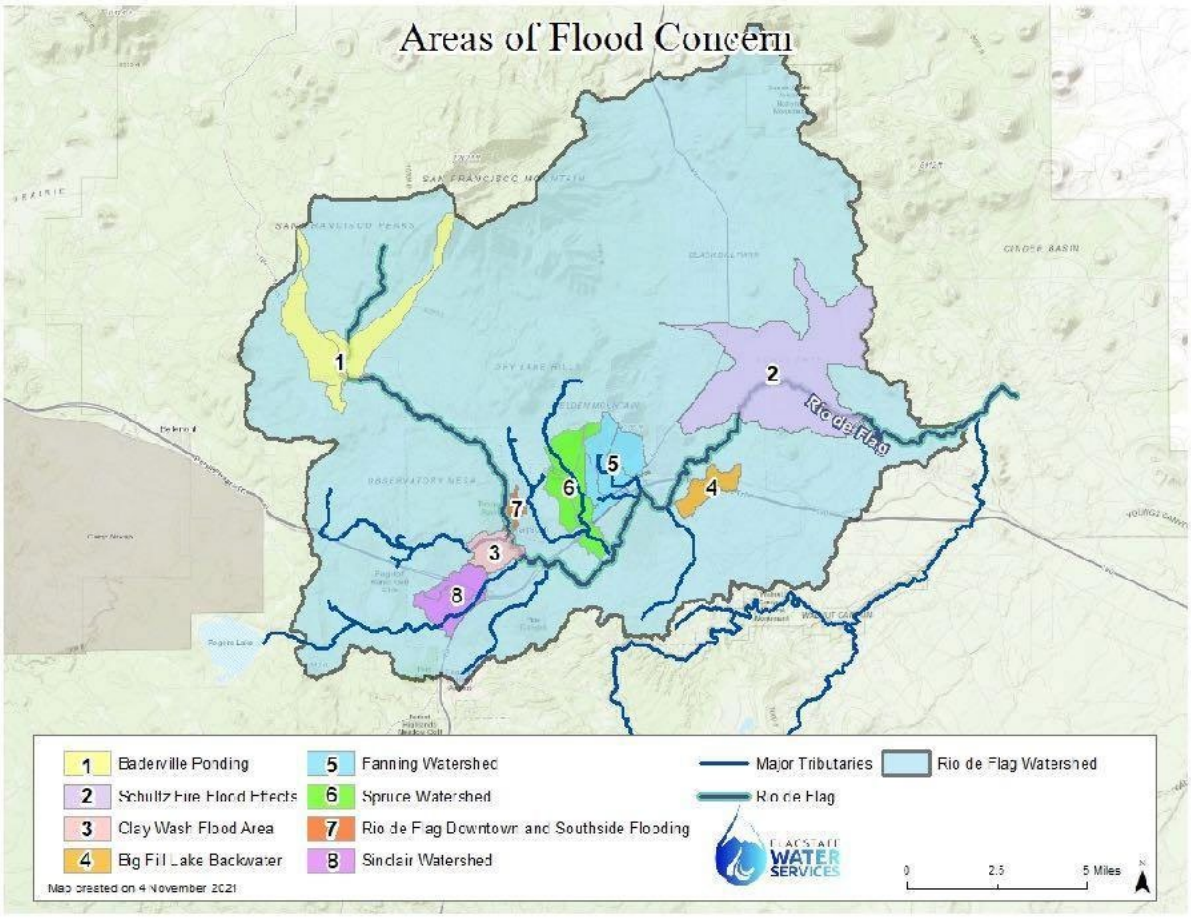


Figure 10. Areas of flood concern within the Rio de Flag watershed

Post-wildfire flooding is a concern in the watershed, primarily in the Spruce Wash drainage downstream of the 2019 Museum Fire (Figures 16 and 17). The nearby 2010 Schultz Fire scar also contributes to flood threats in the periphery of the Rio de Flag watershed (in the northeast non-contributing portion of the watershed). Also, during extreme rainfall events in summer 2021, runoff from the historic 1977 Radio Fire scar on Mount Elden initiated flooding in the Fanning Wash sub watershed. Flood information is collated and assessed by the city and county; examples of historic floods are listed in the FEMA FIS report for Coconino County.



Figure 11. Flooding in the Sunnyside neighborhood from July 2021 monsoon storms on Museum Fire burn scar. (photo credit: Ed Schenk)



Figure 12. Post flood cleanup on Cedar Avenue in Flagstaff following a July 2021 monsoon storm on the Museum Fire burn area (Spruce Wash drainage; photo credit Ed Schenk).

Pre- and post-disaster flood mitigation strategies vary by watershed and by neighborhood. The city maintains a list of mitigation projects identified through the Northeast Area Master Drainage Study (NAMDS) (J.E. Fuller 2008) and a separate but related capital improvements projects prioritization. The County also maintains a

prioritized capital improvements list as well as a set of pre-fire treatment areas. This WARF Plan does not include detailed explanations of flood mitigation projects since they vary with time and would likely be out-of-date by the time the plan is adopted. The goal of all flood mitigation is to reduce flood hazards for the community while preserving natural stream function and/or amenities.

The largest flood control project in the region is the joint project of Flagstaff and Corps of Engineers called the Rio de Flag Flood Control project. This project intends to reduce or eliminate flood damage to downtown and the Southside neighborhood by realigning and moving below ground major portions of the Rio de Flag channel. **https://www.flagstaff.az.gov/4189/Rio-De-Flag-Flood-Control-Project**. This project has been in development for more than twenty years and could have major impacts to downtown and the Southside through flood control and economic effects.

Stream Channels and Riparian Ecology

The Rio de Flag is an ephemeral stream, meaning that it flows only during parts of the year. While ephemeral streams have historically been ignored by science and society, they have recently been found to host high biodiversity and great recreation potential (Goodrich et al. 2018). Perennial, or continuously flowing, reaches of the Rio de Flag are artificially maintained using reclaimed water discharge from the City of Flagstaff's two wastewater treatment plants. These reaches include the "Rio Wetlands" near Interstate I-40 and Picture Canyon at the eastern edge of the city. The city also maintains Frances Short Pond near downtown Flagstaff using reclaimed water.

The riparian ecology of the Rio de Flag is based on species that are adapted to ephemeral or intermittent water sources. Tree species include box elder, arroyo and coyote willow, aspen, and planted cultivars of cottonwood and sycamore. Wetland herbaceous species exist at perennial springs, such as Coyote Spring, as well as perennial reaches of stream channel. Animal species are typically mobile because of the lack of consistent water. Fish are stocked at Frances Short Pond and aquatic macroinvertebrates can be found in perennial springs. Several of the proposed projects in this plan intend to renovate or restore riparian vegetation.

The Rio de Flag and its tributaries have moderately to well defined channels, depending on the underlying geology. In terms of stream classification, they are mostly classified as Rosgen VIII, a moderately confined valley with fine soils and a distinct floodplain (Natural Channel Design 2020). Headwater channels tend to be Rosgen Type II, more confined, steeper, and lacking floodplains (Rosgen 1996). Stream restoration projects in the watershed have used a combination of Rosgen natural channel design stream restoration practices (Rosgen 1997) and quasi-traditional channel stabilization methods loosely based on Native American traditions (Zeedyk and Clothier 2014). Examples of

both types include the cross-vein weirs and check dams below the Schultz Fire and Museum Fire, “Zuni Bowl” channel stabilization in the Rio de Flag in the Cheshire neighborhood, and one-rock check dams in the Rio de Flag, Sinclair Wash, and Bow and Arrow Wash.

Many of the local streams do not show recent history of violent flooding, except within urban areas, and are defined by gravel beds and grassy slopes (Natural Channel Design, 2020). Stream incision, the act of channels down-cutting and abandoning their former floodplains and riparian areas, is thankfully relatively rare in the Rio de Flag watershed except where there has been extreme disturbance. While there are flash floods on the Rio, they are rarer than in desert environments. The water holding capacity of forest detritus, duff, and soils helps reduce violent flooding, so long as soils are not saturated and the precipitation rate does not exceed in soil infiltration rate.

Soil classification is still poor for most of Arizona, relying on low resolution National Resources Conservation Service (NRCS) soil atlases. The soil types that have been mapped are either generally very poor at infiltrating water (high clay contents from the weathering of the basalts and cinders) or are extremely good at infiltrating water (cinders, sands, gravels). There is a lack of well-defined loamy soil except in flat outwashes such as Freidlein Prairie, Baderville, and the Sunnyside neighborhood.

Natural Floodplain Function

Floodplains in the Rio de Flag watershed can absorb flood waters, improve water quality through natural filtering and flood attenuation, and support active and healthy riparian areas (Figure 19). Floodplains, however, can only provide these beneficial functions if they are conserved as natural open space and if hydro-connectivity with the channel is maintained. The City and the County both promote healthy natural floodplain function as part of their FEMA floodplain administrator duties. The City of Flagstaff maintains a rural floodplain designation for certain stretches of floodplain that have been determined to be intact and valuable for natural floodplain function. This designation limits development to protect the floodplain ecological function.

Alluvial fan floodplains that can be found at the base of the Peaks, Mount Elden, and Dry Lake Hills are especially valuable, because they can infiltrate large amounts of water. These areas are protected following wildland fires to enable the maximum amount of water infiltration upstream of post-fire flood flows reaching urban areas. For both the Schultz and Museum Fires, protective measures have included rock cross-vein weirs, channel rock and log dams, and channel bed stabilization. More information about natural benefits of floodplains can be obtained from the City of Flagstaff Stormwater Section or the Coconino County Flood Control District or Community Development Section.



Figure 13. A functioning natural floodplain in July 2021 near the confluence of Spruce Wash and the Rio de Flag (Photo credit Ed Schenk).

Climate Responses and Projections

Rapid, human-activity-driven climate change is already here, and we are not only seeing the impacts in terms of more prolonged drought, flashier floods, and increased temperature, but witnessing these changes accelerating ahead of many modeled predictions. Regionally, the first ever declaration of a water shortage for the Colorado River basin reflects this effect. Local strategies to respond to and become more resilient to climate change are being implemented only recently. These strategies include the Flagstaff Climate Action and Adaptation Plan (City of Flagstaff 2018), the Flagstaff Watershed Protection Plan (a forest thinning plan), and addressing climate change and forest vulnerability in the Coconino County Flood Control District's and Emergency Management Division's strategies and planning.

Climate has always been dynamic in the Rio de Flag watershed, with alternating dry and wet periods and cold and hot cycles throughout geologic history (Waring 2018). Most recently in the Holocene (11,700 years ago to present), the Southwest has heated

up and stranded cool temperature tree species in “sky islands”, high elevation stands surrounded by low elevation deserts. The Rio de Flag watershed is in one of these sky islands, with tree assemblages that resemble forests of the southern Rocky Mountains (Betancourt 2004).

Forest Ecosystems and Fire

Fire has been central to the natural history of forests of the Rio de Flag watershed. Studies show that, prior to the 20th Century, the ponderosa pine forests that cover most of the watershed experienced a fire frequency of once every 2 to 15 years as mostly low intensity fires (Cocke et al. 2005; Margolis et al. 2011). The forests began changing in the 1900s as sheep herders, cattle ranchers, and Flagstaff area residents began to suppress wildfires

More recently, the Forest Service, City of Flagstaff, and Coconino County have attempted to restore the forest stand density to reduce the risk of catastrophic wildfires (Figure 20). The Radio Fire, Schultz Fire, and to an extent the Museum Fire, were all high-severity wildfires in the Rio de Flag watershed that have had profound effects on the wildland-urban interface. Efforts to return the forest to earlier conditions include prescribed fire and mechanical thinning.

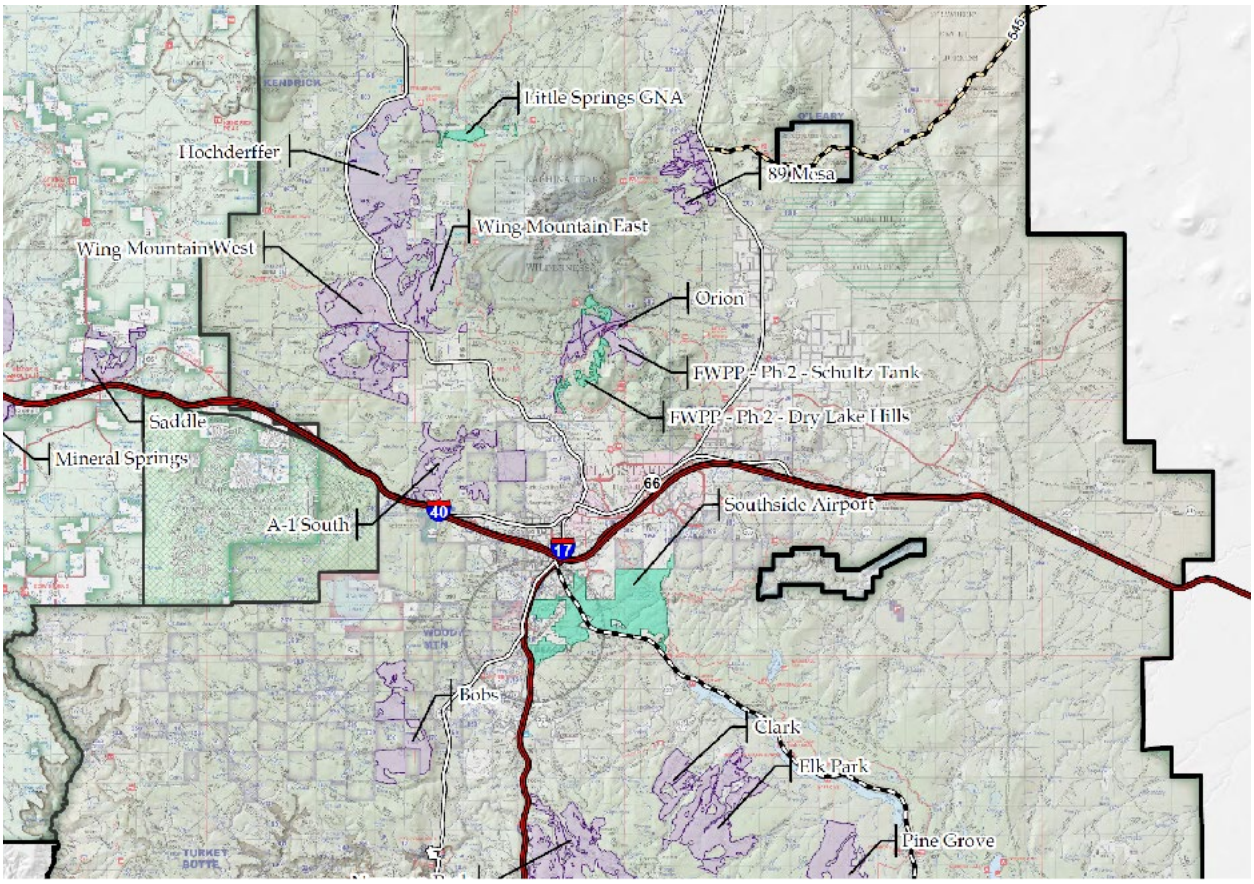


Figure 14. Current (purple) and planned (turquoise) 4FRI mechanical treatments in the Rio de Flag watershed vicinity. Map is from May 2021 and provided by the US Forest Service.

Beneficial plants vs. weeds – How they affect flood plain and watershed health and function

City of Flagstaff commissioned a biologist to develop a list of floodplain plant species found at 12 sites along the Rio de Flag and major tributaries (See https://sites.google.com/site/watershedallianceforthe rio/home). Further research may be conducted on selected species identified in the floodplain species assessment and a more detailed plan may be developed with input and assistance from subject-matter experts. The plan would identify actions the community can pursue to support conservation and recovery of those species.

Unlike beneficial plants that provide habitat, invasive weeds have become a large problem in the watershed and will likely continue to be so, due to human disturbance and transportation. The San Francisco Peaks Weed Management group is a non-profit volunteer organization that tracks and manages weeds in the watershed and Flagstaff area. The group advocates for a consistent weed strategy at the city, county, and federal level, which is needed in the Flagstaff area, and conducts weed control projects.

Weeds can be tracked using the City of Flagstaff Water Services' weed app (https://arcg.is/14CS1e). This app was created to help city and county managers track

and remove weeds, primarily in the floodplains and channels of the Rio de Flag and its tributaries. Noxious, or quick spreading, weeds include musk thistle, diffuse knapweed, yellow starthistle, spotted knapweed, bull thistle, poison hemlock, common teasel, scotch thistle, and Mediterranean sage. Siberian elm is also widespread and is the only tree species that could be considered noxious in the Rio de Flag watershed.

Urban development continues in the Rio de Flag watershed, with development on nearly every privately owned parcel within its boundaries. Most of the main stem channel of the Rio traverses private lands and is therefore influenced by urbanization. Future development is slated to occur as shown in the J.W. Powell Specific Plan; this regional plan shows the urbanization of some of the last privately owned parcels along the mainstem Rio de Flag. Urbanization can impact flood risk, water quality, accessibility, habitat and trail connectivity, as well as riparian ecology. Advanced planning is essential to engage the community and mitigate risks brought about by developing lands in close proximity to the Rio's main channel and floodplains, or in the interface with adjacent wildlands.

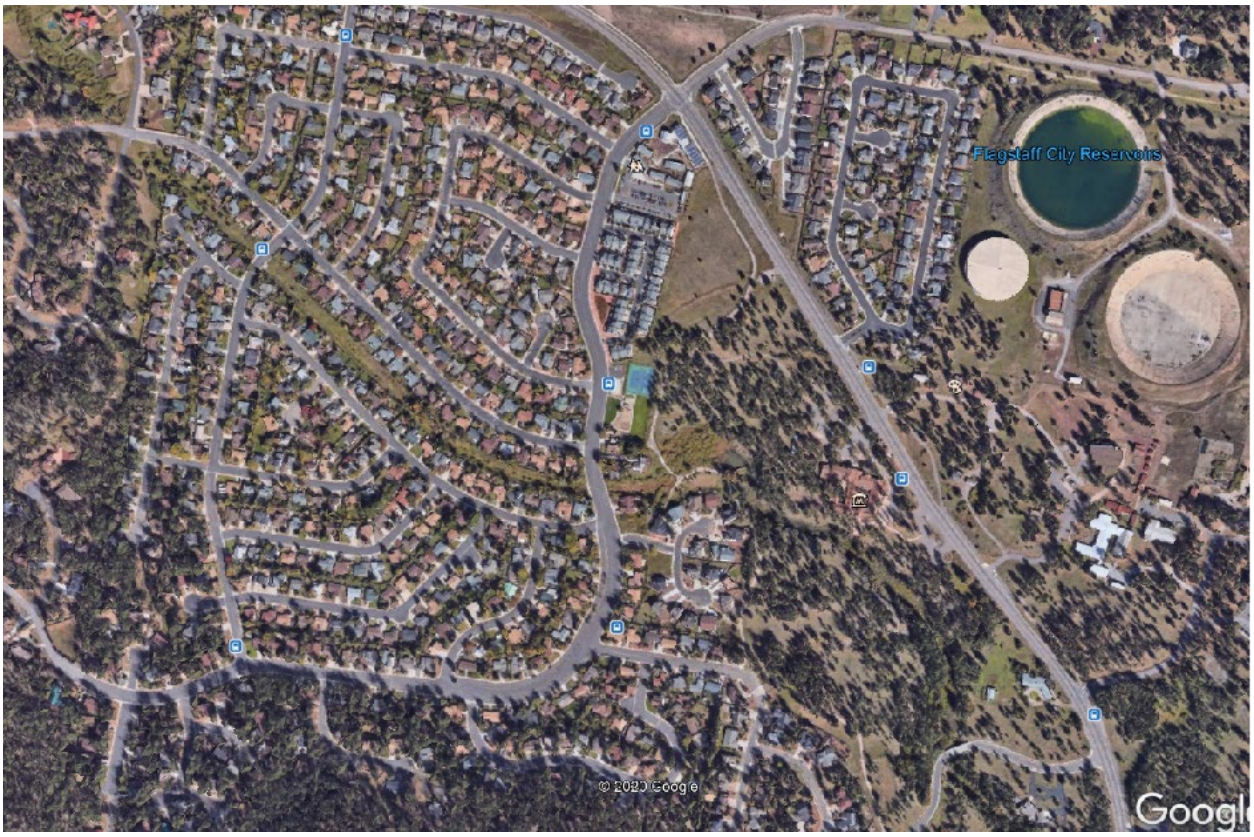


Figure 23. The Rio de Flag (green strip) in Cheshire neighborhood in 2020 (Google Earth).

STREAM REACH DESCRIPTIONS

The Rio de Flag watershed has been divided into sub-watersheds with boundaries defined by seven stream reaches along the main Rio de Flag channel. Each reach is based on unique factors that warrant discussion for planning and management. Reaches are numbered from upstream to downstream with the headwaters reach labeled as Reach 1 and the reach ending at San Francisco Wash on the east side of Flagstaff as Reach 7.

A wealth of background information for each reach could be more fully explored in neighborhood-specific plans and specific restoration plans and designs. This section introduces each reach, but these overviews are expanded upon in later sections of the plan. The later sections include restoration opportunities within each reach and map overlays showing locations for public participation comments and survey results.

Reach 1 – RDF headwaters to Cheshire neighborhood

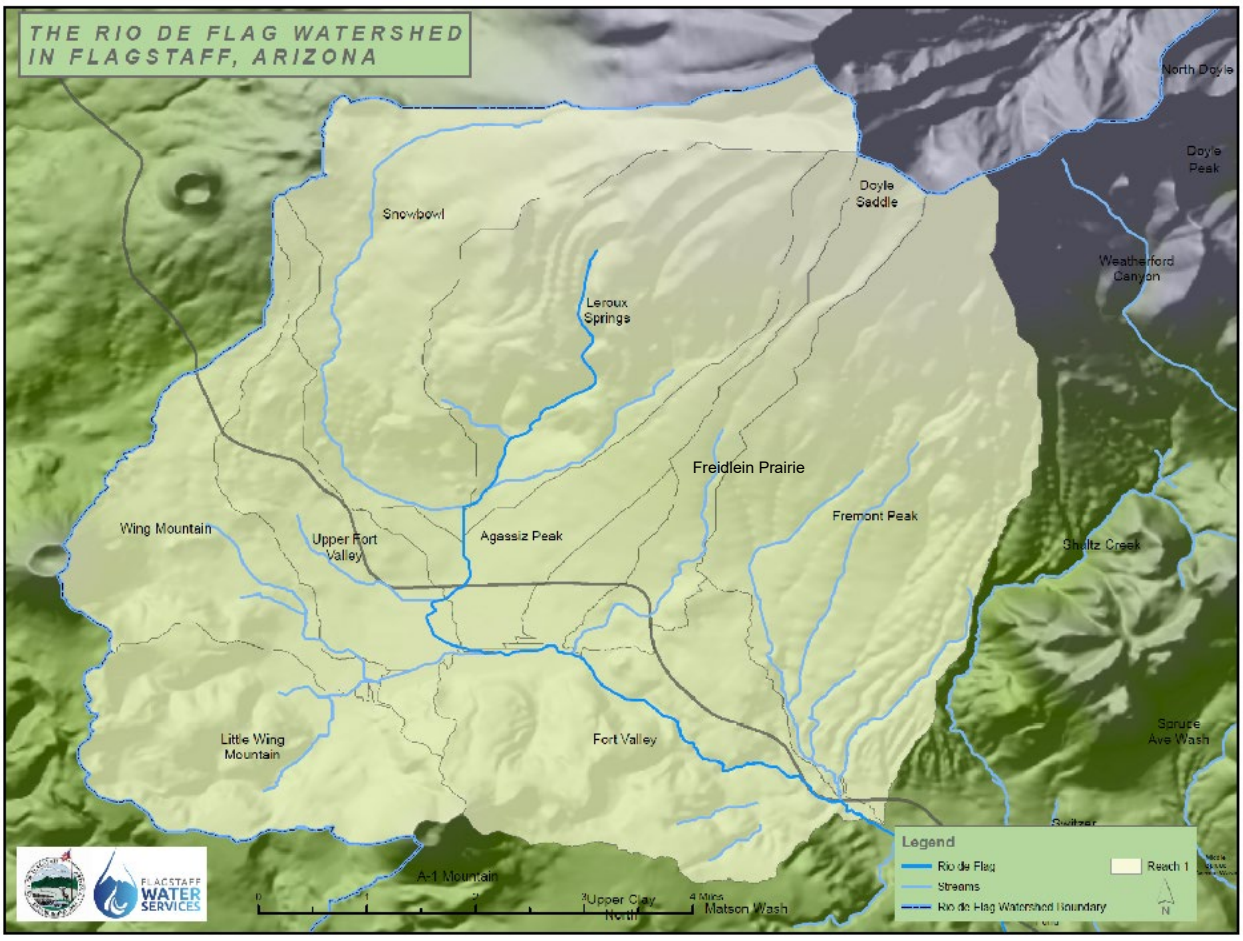


Figure 24. Map of Rio de Flag Reach 1 - Headwaters to Cheshire neighborhood, including sub watersheds

Notable features: Leroux, Viet, and Chimney Springs, the Fort Valley and Freidlein Prairie meadows, and the flanks of the San Francisco Peaks and Wing Mountain.

Threats: Severe wildland fires due to heavy forest loading, development of Fort Valley meadow, drought impacts on forest structure, recreational use of forest resources.

Relevant streamflow gauges: Rio de Flag at Hidden Hollow, operated by the USGS between 1970 and 1982 and by NAU between 2011 and the present.

Major tributaries: Unnamed tributaries off of the Fort Valley trails flowing into the Cheshire meadow, Peak View Street Wash, and unnamed tributaries off of Wing Mountain.

Summary: Reach 1 is the headwater reach for the watershed and consists of the Rio de Flag and tributaries in the Fort Valley area down to the Flagstaff city limits at Cheshire. The majority of development lines Highway 180 and is of relatively low density. Perennial water sources include notable springs and vernal wetlands within the Fort Valley meadow. Besides sites for residential homes, other land uses include recreational hiking, biking, and equestrian activities. Portions of this reach have recently undergone forest thinning actions through the Flagstaff Watershed Protection Plan and by the US Forest Service and The Nature Conservancy. Most of the channels in this reach are ephemeral, flowing only after precipitation or during snowmelt. Following forest thinning some intermittent streamflow has been observed downstream of treatments. Channels tend to be small and not very well developed (i.e. no sand bars, cut banks, or well developed terraces), likely due to steep topography and decades of forest overgrowth intercepting rain before runoff.

Geology, vegetation, land use: The surficial geology of this reach is entirely igneous with andesite, basalt, dacite, and cinders related to eruptions in the San Francisco Peaks, Wing Mountain, and A-1 Mountain. Alluvium is present in depressions such as the Fort Valley meadow and the Cheshire meadow/neighborhood. Vegetation is primarily ponderosa pine forest in lowlands transitioning to mixed conifer, aspen, and alpine tundra as the watershed increases in elevation. Land use is dominated by National Forest land though privately owned areas are largely developed (Fort Valley, Forest Heights, and Cheshire neighborhoods).

Reach 2 –Rio de Flag from Cheshire to Frances Short Pond

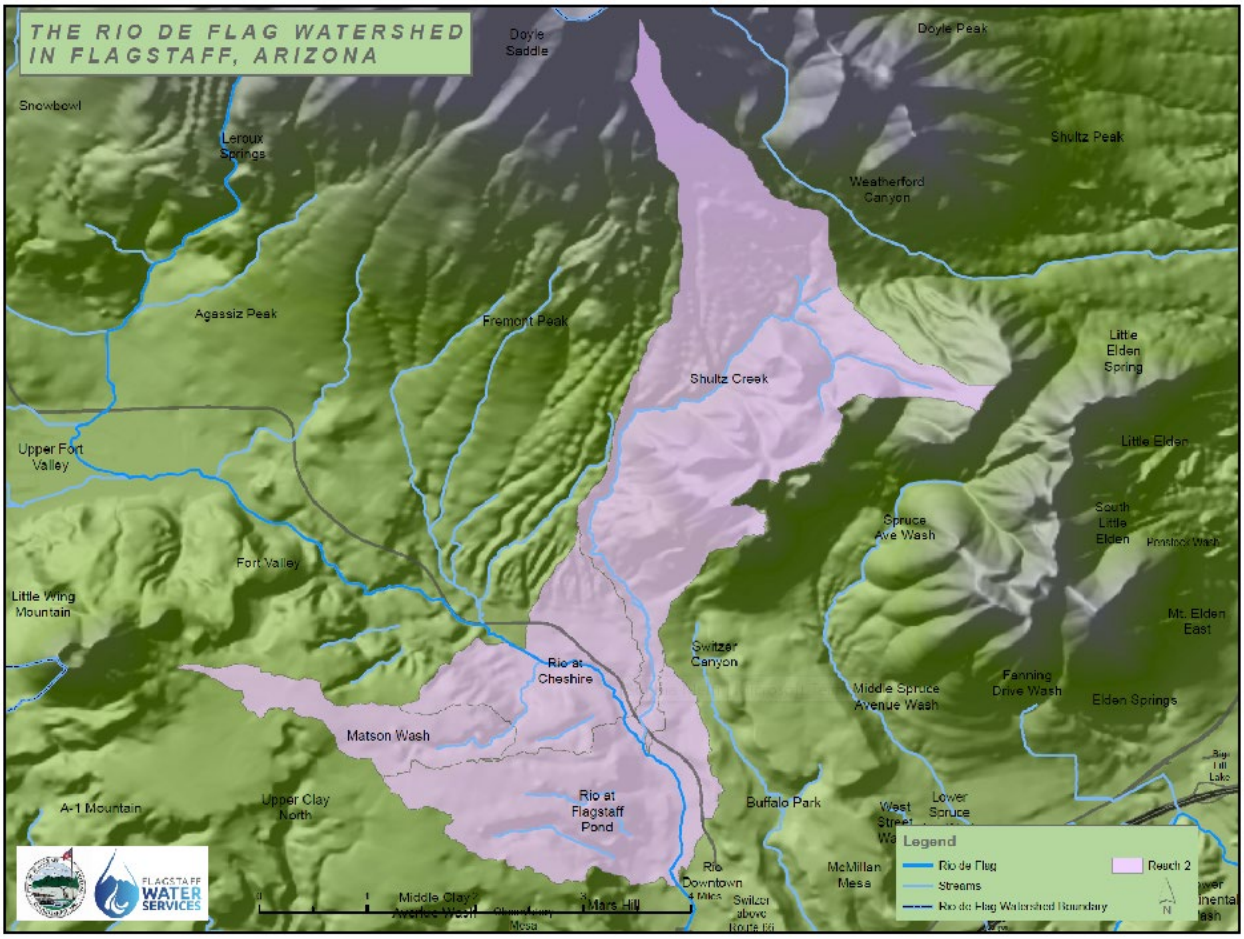


Figure 25. Map of Rio de Flag Reach2 - From Cheshire to Francis Short Pond, including sub watersheds.

Notable features: Schultz Pass, western Dry Lake Hills, Cheshire Pond, Frances Short Pond, water tanks and springs on Observatory Mesa and on south slope of Peaks (Orion, Coyote, Homestead, and other springs).

Threats: Invasive weeds, perched aquifer drawdown in Cheshire and Coconino Estates neighborhoods, recreational use of Schultz Pass, threat of severe wildfires, and continued development on Observatory Mesa in private in-holdings.

Relevant streamflow gauges: Rio de Flag at Peak View Street, operated by the city between 2008 and the present. Schultz Creek at Highway 180 operated by NAU between 2011 and the present and by the City of Flagstaff between 2017 and the present.

Major tributaries: Schultz Creek, Matson Wash

Summary: Reach 2 includes the Cheshire and Coconino Estates neighborhoods, upper Thorpe Park, portions of Observatory Mesa, the Dry Lake Hills, and the southern slopes of the San Francisco Peaks. The Rio mainstem is highly modified by channelization, damming, and dredging. The majority of the mainstem is urbanized while tributaries are protected by National Forest, city of Flagstaff open space, and the Museum of Northern Arizona undeveloped lands. Like Reach 1 most of this reach is ephemeral. The Rio de Flag near Cheshire Pond does flow at a small trickle throughout the year, likely a remnant of the San Francisco Spring that was noted near Cheshire Dam. The Cheshire Dam creates a perennial wetland before the scenic basalt narrows that bisect the Museum of Northern Arizona campus. Flow in the mainstem Rio de Flag can occur for several months following large snow events, especially in the Cheshire neighborhood which benefits from recent forest thinning immediately upstream. Channel development in the tributaries is still poor due to lack of sustained runoff. The mainstem has a well-developed and gynomorphically complex channel except in areas where it has been straightened or modified.

Geology, vegetation, land use: The surficial geology of this reach is entirely igneous with andesite, basalt, dacite, and cinders related to eruptions in the San Francisco Peaks, Wing Mountain, A-1 Mountain, and the Dry Lake Hills upheaval. Alluvium is present in the geologic valley of the Rio de Flag and in meadows. Vegetation is primarily ponderosa pine forest in undeveloped areas. Land use is dominated by National Forest land in the Schultz Creek area but is largely urbanized in the lowlands.

Reach 3 – Frances Short Pond to Sinclair Wash, Including Clay Wash

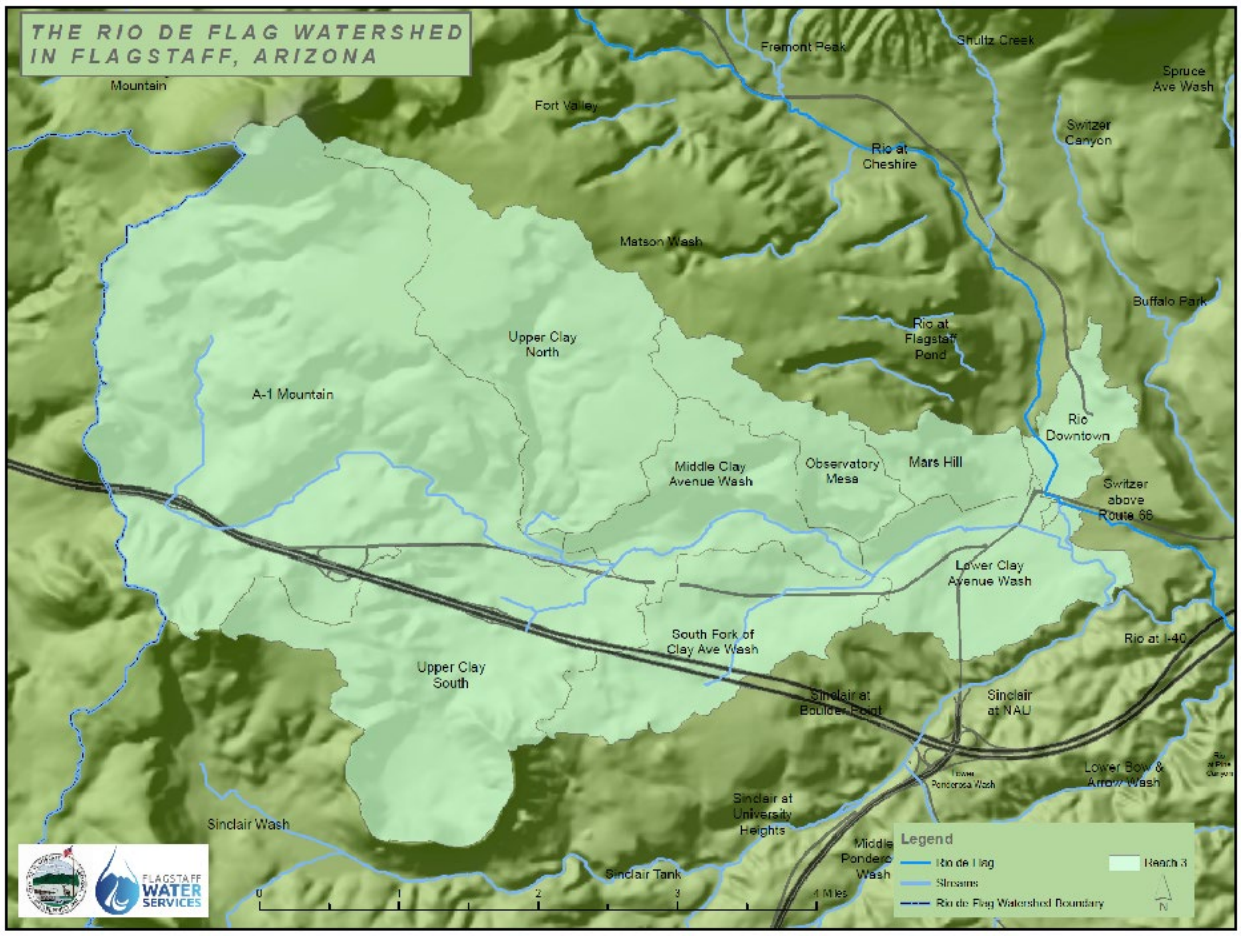


Figure 26. Map of Rio de Flag Reach 3 - Francis Short Pond to Sinclair Wash. Includes Clay Avenue Wash and sub watersheds.

Notable features: Tunnel and Old Town Springs, A-1 Mountain and Observatory Mesa tanks and trails, Clay Wash Dam, downtown and Southside Flagstaff, and the north campus of Northern Arizona University.

Threats: Continued development, recreational use of Observatory Mesa, urban flooding, invasive weeds, and illegal off-road use.

Relevant stream gauges: Clay Wash at the dam, South Fork of Clay Wash at Kaibab Lane, Little Rio at Lone Tree, downtown Rio de Flag NAU crest gauges. Various times of operation, all operating presently.

Major tributaries: Clay Wash

Summary: The mainstem in this reach is intermittent, fed by Frances Short Pond and urban runoff. The channel is highly altered by urbanization as it passes through

downtown Flagstaff and the Southside neighborhood. Although the Rio de Flag mainstem is short in this reach, it is one of the most controversial reaches in the watershed and has a high level of activism. Both neighborhoods lie in a natural depression that leads to flooding. The Rio de Flag Flood Control Project, a multi-million-dollar cooperative endeavor of the City of Flagstaff and U.S. Army Corps of Engineers, intends to relieve flooding pressure in downtown and the adjacent residential neighborhood by placing a large flood-conveyance tunnel under most of the mainstem stream in this reach segment. A newly created surface channel will serve as an amenity between Frances Short Pond and City Hall. From just south of Route 66, the Rio de Flag will be diverted away from the Southside and toward its original channel. When this change is completed, the Rio will flow eastward parallel to the railroad tracks and then south, and it will enter the present-day course near Interstate 40. Altogether, these channel changes are intended to and should relieve flooding in the Southside neighborhood from the Rio de Flag and its tributaries, local flooding is still possible where rain water collects off the streets. As of October of 2023, the city has completed the Clay Avenue Wash Detention Basin, the Butler Tunnel and the Thorpe Bridge all of which are components of the Flood Control Project.

Clay Wash is the only significant tributary in Reach 3. It has history of flooding at Milton Avenue, Butler Ave, and Mikes Pike. As part of the Rio de Flag Flood Control Project, the underground conveyance of Clay Wash will be moved from beneath Butler Ave to beneath Mike's Pike. This will allow tributary water to flow into the new alignment of the Rio de Flag and will also help relieve flooding in the Southside neighborhood. Clay Wash does not have a complex geomorphic channel upstream of the city. The urban section of Clay Wash is like the Rio de Flag, heavily modified for urban stormwater management, incised, and frequently flowing after rain events.

Geology, vegetation, land use: Geology in this reach is a combination of volcanic (igneous) rocks, deep alluvium in flat areas, and rare outcropping of Kaibab Formation sedimentary rock. Vegetation is highly dependent on urban landscaping but is ponderosa pine forest-dominated in the undeveloped areas, especially on Observatory Mesa and A-1 Mountain. Invasive weeds are prevalent, especially in Clay Wash where Scotch thistle can form dense monocultures. Land use is either undeveloped/recreation on national forest land and in the city Open Space program or heavily urbanized (medium- and high-density housing and commercial development) for most private land holdings.

Reach 4: Rio de Flag in the Southside neighborhood to I-40

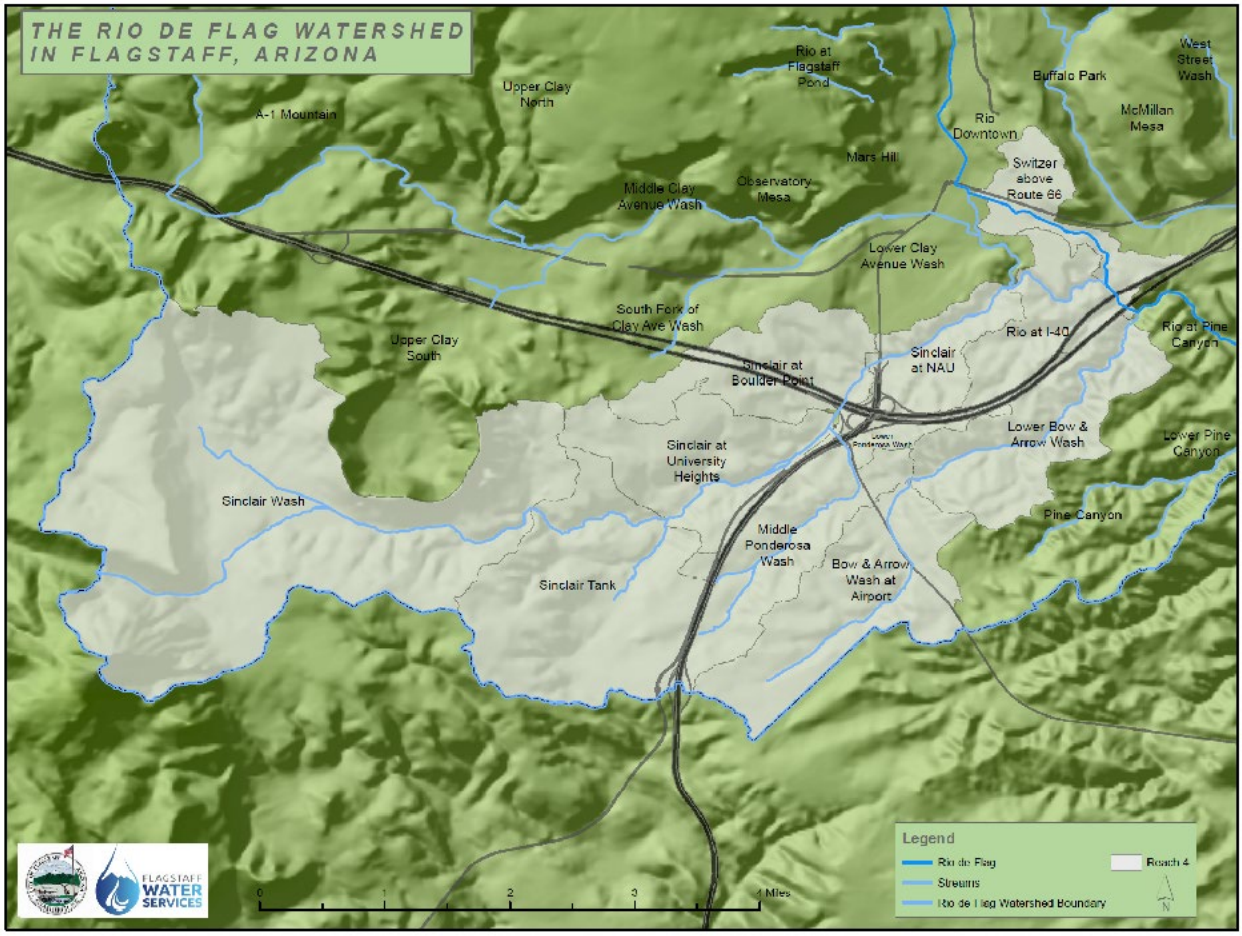


Figure 27. Map of Rio de Flag Reach 4 - Rio de Flag in Sunnyside neighborhood to I-40, including sub watersheds.

Notable features: I-40 Wetlands and Sinclair Wash canyon near Lone Tree Road.

Threats: Continued development, recreational use in Sinclair Wash headwaters, urban flooding, invasive weeds, severe wildfires.

Relevant streamflow gauges: Bow and Arrow Wash at the airport, Bow and Arrow Wash at Coconino Community College, Sinclair Wash at University Heights, Rio de Flag at Butler Tunnel. Bow and Arrow Wash gauge at the airport has operated since 2008, the Sinclair Wash and Rio de Flag two gauges are new as of 2019. An old USGS gauge operated near the Sinclair Wash gauge but the location is not exactly the same, since the channel has been greatly modified.

Major tributaries: Sinclair Wash, Bow and Arrow Wash, Ponderosa Wash

Summary: The Rio de Flag mainstem is short in this reach, like Reach 3. The mainstem is comprised mostly of the Southside neighborhood and a section of canyon

that leads to I-40. The Southside neighborhood lies in a natural depression that leads to flooding. The Rio de Flag Flood Control Project intends to relieve this flooding (see description above for Reach 3). Streamflow from the Rio de Flag and Clay Wash will be diverted away from the Southside neighborhood when the project is complete. This change should alleviate most of the flooding concerns in the Southside neighborhood, but the local flooding from the neighborhood will continue. Sinclair Wash, Bow and Arrow Wash, and Ponderosa Washes are the significant tributaries in this reach. Sinclair Wash has historically been more responsive to rain events, as shown by the well-developed valleys and canyons associated with the water course. Bow and Arrow Wash has urban sections with historical flooding prior to stormwater improvements as well as a relatively long natural canyon before meeting the Rio de Flag downstream of I-40. Ponderosa Wash is mostly urban but does include a small FUTS greenway from near the airport to Ponderosa Trails Park. Reach 4 is largely ephemeral except for the I-40 wetlands that demarcate the end of the reach. The I-40 wetlands are perennial due to discharge of reclaimed wastewater effluent from City of Flagstaff's Rio de Flag Water Reclamation Plant.

Geology, vegetation, land use: Reach 4, unlike the upstream reaches, has significant outcroppings of Kaibab Formation sedimentary rock (mostly cherty or silty limestone). Sinclair Wash canyon downstream of Lone Tree Drive and Bow and Arrow Wash canyon also downstream of Lone Tree are good examples of canyons with extensive outcroppings of Kaibab Formation rock. The headwaters section of Sinclair Wash is mostly igneous transitioning to sedimentary rock shortly after entering the city. Vegetation within the reach is dependent on land use. In urban settings the watershed is dominated by landscaping, though vestigial stands of ponderosa pine forest remain. The undeveloped sections of the watershed are largely ponderosa pine forest. Land use is like Reach 3. National forest, county park, Arizona State Land Trust areas are undeveloped, while city parcels and most private holdings are developed for urban commercial and residential use. This sub watershed includes the intersection of I-40 and I-17, commercial properties along Woodlands and Beulah Boulevards, NAU's south campus, and Pulliam Airport.

Reach 5: Rio de Flag from I-40 to Foxglenn Park

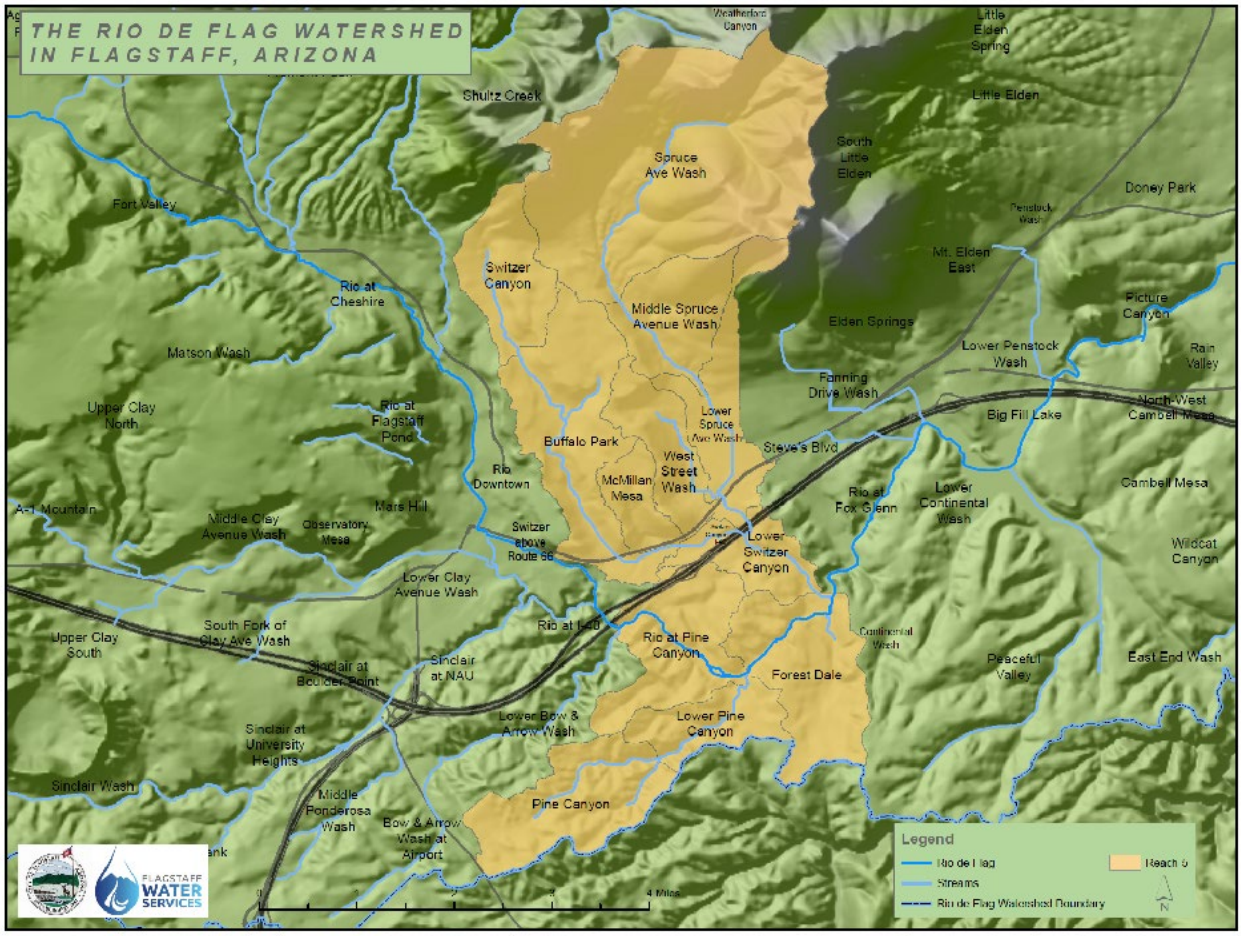


Figure 28. Map of Rio de Flag Reach 5 - From I 40 to Foxglenn Park including sub watersheds.

Notable features: I-40 wetlands, Switzer Canyon, and Buffalo Park.

Threats: Intense development pressure along the mainstem, invasive weeds, post-fire flooding, urban flooding due to development, localized off-road use in undeveloped reaches of the mainstem.

Relevant stream gauges: Rio de Flag at Foxglenn Park, Switzer Canyon at Oak Street, Spruce Wash at Linda Vista. All gauges are currently operational. The Rio de Flag at Foxglenn Park gauge extends back nearly a decade. The rest of the gauges are new as of 2019.

Major tributaries: Spruce Wash, West Wash, Switzer Canyon Wash, Pine Canyon

Summary: At the time of this writing this reach is unique in that the mainstem is perennial due to reclaimed water inputs from the Rio Wastewater Treatment Plant and is also an undeveloped reach that is bracketed upstream and downstream by urbanization. This mainstem reach, however, is slated for future development and will

likely look much different within a decade of this plan's completion. Relevant large tributaries are all urbanized in part or in total. Spruce Wash is notable as being affected by the 2019 Museum Fire. Post-fire flooding is still a serious concern for the Elden Estates, Grandview, and Sunnyside neighborhoods. Because of imminent development, perennial water, and post-fire impacts, this reach is especially important for planning to ensure a healthy multi-use riparian area.

Geology, vegetation, land use: The geology and vegetation of this reach varies from mixed conifer and igneous basalt/dacite at the top of Dry Lake Hills to herbaceous meadows and Kaibab Formation sedimentary rocks in the Rio de Flag lowlands near Foxglenn. Land use is mixed like most of the reaches described in this plan. Unlike other reaches, this area is slated for intensive development in the next decade. Invasive plants are prevalent in this reach, especially along the mainstem and the lower portions of the tributaries. Diffuse knapweed, Scotch thistle, poison hemlock, and teasel are found in abundance.

Reach 6: Rio de Flag from Foxglenn to Route 66 near Flagstaff Mall

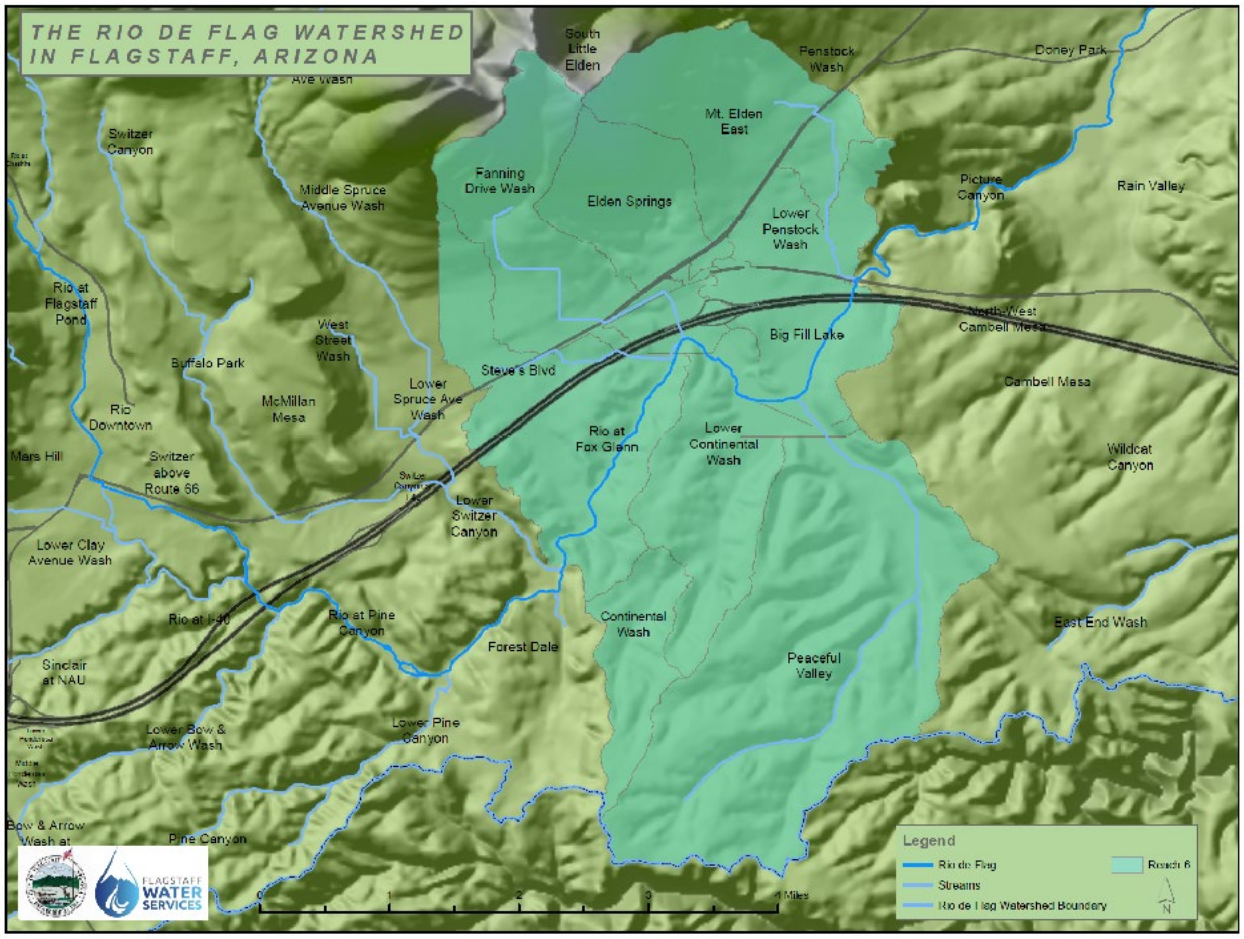


Figure 29. Map of Rio de Flag Reach 6 - From Foxglenn Park to Route 66 near Flagstaff Mall, including sub watersheds.

Notable features: Lake Elaine, Elden Springs, Bottomless Pits, Peaceful Valley

Threats: Invasive weeds, trash, urban flooding, wildfire, recreational use

Relevant stream gauges: Rio de Flag near Flagstaff Mall, Penstock Wash at Dodge Avenue, Fanning Wash at Linda Vista. All gauges are currently operational but are either new or have significant time gaps in their operation (Fanning Wash at Linda Vista).

Major tributaries: Fanning Wash (historically Lockett Diversion), Steve's Wash, Peaceful Valley Wash, Penstock Wash

Summary: The Rio de Flag mainstem is mostly in private property in this reach, however there are significant public lands in the tributaries. Some of the highest biodiversity in northern Arizona is found within this reach on the southern flank of Mount

Elden. Reach 6 includes a large section of eastern Flagstaff and extends north-to-south from the top of Mount Elden to near the rim of Walnut Canyon, encompassing a dramatic change in landscape, scenery, and land use. Most of this reach is ephemeral with infrequent flows except after precipitation events.

Geology, vegetation, land use: Reach 6 has considerably more sedimentary outcroppings than upstream reaches, with igneous basalt and dacite portions along Mount Elden. The karst nature of the Kaibab Formation is in display at the “Bottomless Pits”, a dissolution sinkhole feature near Continental Country Club. Vegetation changes drastically from the peak of Mount Elden to the lowlands near Country Club to the Walnut Canyon rim. The southern flank of Mount Elden contains numerous endemic species due to its unique dry and windy microclimatic habitat. Invasive weeds are prevalent in the low drainages, especially the Rio de Flag mainstem, a contradiction to the biodiversity in the natural parts of the reach. Land use includes the eastern neighborhoods of Flagstaff as well as Forest Service, State Land Trust, and recreational opportunities along Mount Elden and Peaceful Valley.

Reach 7: Rio de Flag from Route 66 near Flagstaff Mall to the confluence of San Francisco Wash

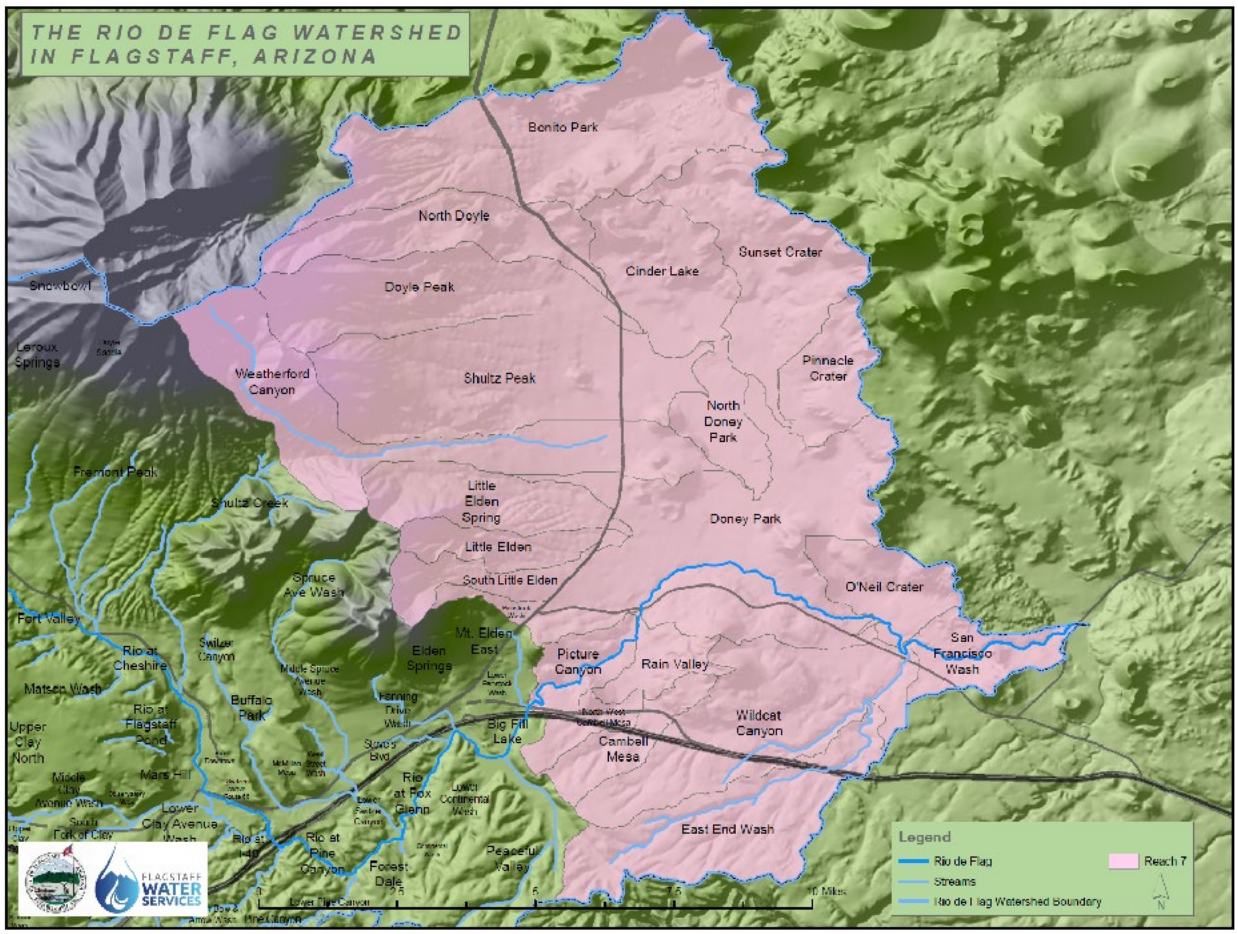


Figure 30. Map of Rio de Flag Reach 7 - From Rt. 66 near mall o the confluence of San Francisco Wash, including sub watersheds

Notable features: Picture Canyon, O'Neil Crater, Sunset Crater and cinder hills

Threats: Continued development, especially in Rain Valley and Doney Park, post-fire flooding from the Schultz Fire, invasive weeds

Relevant stream gauges: Rio de Flag near Flagstaff Mall, operational as a rain gauge for a decade and as a stream flow gauge starting in 2020.

Major tributaries: None, this reach is highly permeable with no significant tributary surface water inputs to the Rio de Flag.

Summary: This downstream-most reach of the Rio de Flag is unlike any of the other reaches. The watershed is characterized by a much warmer, drier climate with hobby farms, large residential lots, and little surface runoff due to the climate, vegetation, soils, and geology. The Rio de Flag is a contradiction in this reach as it is perennial due to

sustained outflows from the Wildcat Wastewater Reclamation Plant. The flows tend to remain perennial for a couple miles beyond the plant before soaking into the soil. The Rio de Flag ends as an ephemeral wash at its confluence with Wildcat Canyon Wash (a.k.a. San Francisco Wash). There are small discrepancies among map sources regarding mouth of the Rio de Flag. Some maps show the mouth of the Rio de Flag at its confluence with Walnut Creek (Figure 34). Either interpretation provides a similar watershed size, since the two confluences are within 4 miles of each other. San Francisco Wash continues downstream, eventually becoming Canyon Diablo before connecting with the Little Colorado River. Most of the channel downstream of the Rio de Flag is ephemeral, much like the Rio de Flag.

Geology, vegetation, land use: The geology of Reach 7 is predominantly cinders in the northern section and sedimentary rock in the southern section. Both types of surficial geology are extremely permeable with little surface water runoff. Vegetation is predominantly pinyon-juniper woodland except in high elevation areas or basalt outcrops. These slightly wetter areas maintain ponderosa pine forests. Land use is mostly dispersed residential lots and small hobby farms though considerable sections of national forest land exist within the reach.

PUBLIC INPUT PROCESS FOR THE RIO DE FLAG WATERSHED PLAN

Stakeholder engagement and interviews

A planning committee made up of stakeholders conducted a planning process that involved multiple public meetings at the beginning and throughout the planning process, including a public meeting held on the draft plan. Several public information activities encouraged input. The planning committee coordinated with multiple communities and other agencies, including City of Flagstaff, Coconino County, the Southside Community Association, Coconino National Forest, Arizona Game and Fish Department, and more. As a culmination of the watershed planning process, this plan will be formally adopted by the two community governing boards in the watershed, which are Flagstaff City Council and Coconino County Board of Supervisors.

Stakeholder and public engagement for developing this watershed plan began with identifying experts and community leaders interested in watershed planning for the Rio de Flag. A core working team was formed as a first step which consisted of representatives from Friends of the Rio de Flag, City of Flagstaff, Coconino County, Coconino National Forest, and The Hopi Tribe, and facilitators from Southwest Decision Resources. This core team reflected all the entities with direct land stewardship

authority in the watershed, including City of Flagstaff Community Development, which is the office responsible for community planning in Flagstaff. Unfortunately, the Covid-19 pandemic severely impeded outreach to the heavily impacted Navajo Nation, and ultimately it truncated participation by The Hopi Tribe also.

In 2018, Friends of the Rio de Flag conducted a public survey to determine where public interest was centered in and about the watershed, and the City of Flagstaff conducted a poll concerning the Flagstaff Urban Trail System (FUTS), much of which follows the Rio de Flag. Themes, project ideas, and lessons gleaned from those survey responses were integrated into the stakeholder approach for this watershed plan and helped to prepare for stakeholder interviews. The stakeholder interviews addressed processes and tried to identify key issues/opportunities. The responses provided a wealth of information about issues and needs related to water quality, quantity, restoration, planning, implementation, and evaluation to adaptively move forward. Fortuitously, many of the interviewees agreed to join the expanded watershed group to help guide the public process and construct the watershed plan.

Stakeholder and public workshops

In preparation for writing this plan, a series of stakeholder workshops and public workshops were organized to centrally inform the watershed planning process. The These workshops were designed to both better inform participants about the watershed and associated issues and to solicit input on experiences, problems, solutions, and opportunities. Because of the Covid-19 pandemic, public engagement pivoted from a planned series of in-person public meetings to a series of webinars/workshops that employed digital tools including Zoom® meetings and Mentimeter® interactive surveys.

Public workshops

Between November 2020 and February 2021, we conducted 6 virtual bi-weekly public workshops tied to the 6 watershed plan goals, in place of geographically based in-person meetings (see Appendix 5 for details). Each webinar featured multiple expert presenters who addressed watershed plan goal topics. Southwest Decision Resources facilitated the webinars. Paradoxically, providing the public workshops in a virtual space, which was necessary for safe social distancing during the pandemic, made it easier for people to join. The public workshops successfully brought together voices from across the watershed. The Zoom events were all well-attended by community members with a range of backgrounds and interests, as well as locations in the watershed where they reside.

Table 15. ***Explore the Watershed: Speaker Series (public meetings)***

November 10, 2020 - Hosted by: Friends of the Rio de Flag

Understanding Our Changing Watershed

Speakers: Max Taylor (Hopi Tribe), Laura Jo West (Coconino National Forest), Tom Whitham (Northern Arizona University), Larry Stevens (Museum of Northern Arizona), Travis Woolley (The Nature Conservancy), Sara Dechter (City of Flagstaff – Community Development), and Matt Nelson (Arizona Trail Association)

December 2, 2020 - Co-hosted by: City of Flagstaff Sustainability Program

Let's Get on Down to the Rio de Flag - Community Awareness, Celebration, and Engagement

Speakers: Maggie Twomey (City of Flagstaff), Art Babbott (Coconino County), and Moran Henn (Willow Bend Environmental Education Center)

December 16, 2020 - Co-hosted by: Wild Arizona

Nature Elevated: Benefitting Native Ecosystems of the Rio de Flag Watershed

Speakers: Larry Stevens (Wild Arizona), Tom Whitham (Northern Arizona University), Hannah Griscom (Arizona Game and Fish Department), Max Taylor (Hopi Tribe), Paul Beier (Friends of the Rio de Flag)

January 6, 2021 - Co-hosted by: NAU School of Earth and Sustainability

Sustaining and Healing Our Watershed

Speakers: Abe Springer (Northern Arizona University), Allen Haden (Natural Channel Designs), Denielle Perry (Northern Arizona University/Friends of the Rio de Flag)

January 20, 2021 - Co-hosted by: Southside Community Association

Rio for the People

Speakers: Deborah Harris (Southside Community Association), Martin Ince (City of Flagstaff), Matt Muchna (Northern Arizona University)

February 3, 2020 - Co-hosted by: Arizona Hydrological Society

Implementation and Beyond...Creating Stewardship

Speakers: Ed Schenk (City of Flagstaff - Stormwater), Josh Peck (Coconino National Forest), Nicole Antonopoulis (City of Flagstaff - Sustainability)

Attendance at the public meetings ranged from 25 to 45 people not counting presenters or staff. The presentations at these meetings and results of the public input from these meetings served in large part as the basis for this plan. Summary notes, PowerPoint presentations, and Zoom recordings for each session are posted online on the WARF website here: https://sites.google.com/site/watershedallianceforthe rio/public-meetings/presentations-and-notes

RECOMMENDATIONS & CONCEPTUAL PROJECTS

Overview

The WARF collected project recommendations and conceptual projects from the public through the virtual workshops and associated outreach, as well as from the WARF and presenters themselves. The projects were grouped by five themes (tied to goals; see Table 1.) and prioritized using a scoring matrix. The results follow below with an overview map (Fig. 37), reach summaries, recommendations/projects by goal, and priority conceptual project tables. The most numerous site-specific project suggestions were for trash pickup and weed control projects, these were lumped for prioritization but all the site-specific locations were retained and can be accessed when we are planning specific efforts. While not all of the 116 projects are included in our priorities for the immediate future, any or all of them could be implemented over time.

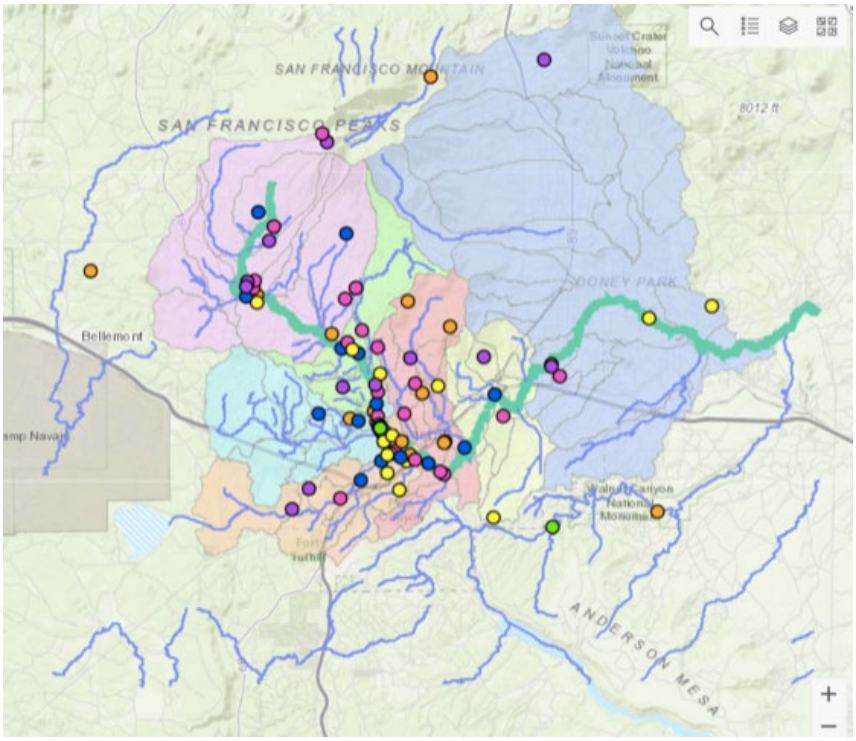


Figure 3116. Summary map of 116 site specific potential projects throughout Rio de Flag Watershed suggested by the public and stakeholders. Dots are color-coded according to theme (See pie chart at bottom left. magenta = Sustain and Restore, purple = Research, orange = Awareness, blue = Rehabilitate, yellow = Community Enhancement, green = Other).

Table 1. **Themes and associated goals generated through public involvement for Rio de Flag Watershed Restoration Plan.**

Research
Goal 1: Increase integrated cultural, scientific, and historical understanding of the Rio de Flag watershed.

Sustain and Restore
Goal 2: Protect and enhance Rio de Flag watershed health to deliver ecosystem services to future generations.

Community Enhancement
Goal 3: Benefit human communities of the Rio de Flag watershed.

Rehabilitation
Goal 4: Benefit native ecological communities of the Rio de Flag watershed.

Awareness

Goal 5: Increase public awareness and engagement to strengthen the community's connection to the Rio de Flag watershed.

Scoring criteria

Urgency/Timeliness
How critical/central is the project to the goal. How time-sensitive is the project—opportunities, threats. Is the project required before other projects can be completed? Is the project timely for the circumstances (crystalizing moment)?

Feasibility
How feasible is this project? is it contentious or broadly supported? Are necessary components in place? Has this project been determined as potentially successful (metrics of success)? Do we know what success looks like for this project?

Social Salience
Marketability, potential to generate more public support and engagement for the Rio watershed efforts, addressing community values and needs?

Cost
Is the cost reasonable and budgeted? Does a funding source (line item, grant, etc.) exist? Evaluate cost: benefit

Scale
a) temporal b) spatial (average the two scores)
What is the scale of the project? Is this a project that can be completed quickly and with readily available funding? Is this a project that has potential large scale benefit, broadly effective?

Relationship to other goals
How many other goals does it leverage?

Partner Priority
Is this project a high priority for one or more of the WARF partner agencies/organizations?

Suggested project results by reach and theme:

Reach 1 had a total of 20 unique proposals. The proposed projects were centered around Forest Service management and Baderville/Fort Valley community management. *Sustain and restore* was the most targeted goal with several suggestions to protect or restore headwater springs, meadows, and wetlands. *Increase awareness* and *research* on these values were also consistent themes within this reach.

Reach 2 had 12 unique proposed projects. While there was a good spread of themes/goals represented the majority of the projects focused on enhancing or preserving existing riparian or local park amenities (6 of the 12 projects). These amenities range from Frances Short Pond to the Cheshire wetlands.

Reach 3 had 15 unique projects proposed with the most projects being in *community enhancement*. Nearly all the projects were focused on improving access and programs along the Rio de Flag.

Reach 4 had 18 unique projects listed with the greatest share in themes of *sustain and restore* and *community enhancement*. Nine (9) of the 18 projects are directly attributed to Sinclair Wash, a major tributary to the Rio de Flag. The other nine projects are mixed between increased research and more community amenities along the Rio de Flag.

Reach 5 has 14 unique projects, the majority are *sustain and restore* related although there is a strong component of *increase awareness*. Nearly all of the *sustain and restore* projects are located on tributaries, mostly Switzer Canyon and Spruce Wash. The *increase awareness* category comprises projects on the mainstem Rio de Flag.

Reach 6 is a smaller reach and not surprisingly has the least number of proposed projects among the reaches. The stream reach includes 4 projects that range from Mount Elden to the mainstem.

Reach 7 has seven projects identified. Three (3) of the seven projects were directly related to reclaimed water flows from the Wildcat Reclamation Plant, emphasizing the importance of this perennial water source, and in one project, the water quality of that source.

Watershed-wide Suggested Projects

The interactive map surveys resulted in another 25 projects entered that were watershed-wide or general in content and could not be placed on a map. These projects were relatively equally spread among the themes/goals. Most projects were general in scope, as would be expected with watershed-wide concerns. Examples of these projects include; research into water rights and water quality, improving stream maintenance programs, consistent branding of community amenity locations, development of ecological refugia, and the development of more trails and community access.

Setting Goals: Recommendations and Projects

The WARF reviewed the recommendations and conceptual projects compiled across the watershed. The WARF planning committee identified 58 recommendations and concepts (out of 116 total) that are helpful for fulfilling the top 10 priorities of one or more of the WARF partners. Subsequent, the planning committee set overarching goals and objectives that are discussed below. Partner priority projects/recommendations are summarized under the watershed goals and objectives they address. Additional descriptions of reach-specific project concepts are included at the end of each summary. Possible activities in the watershed include the following:

a. Preventive measures (e.g. codes)
b. Property protection (e.g. elevation)
c. Natural resource protection
d. Emergency services
e. Structural flood control projects
f. Public information

- *Goal 1: Increase integrated cultural, scientific, and historical understanding of the Rio de Flag watershed*
- *Goal 2: Protect and enhance Rio de Flag watershed health to deliver ecosystem services to future generations*
- *Goal 3: Benefit human communities of the Rio de Flag watershed*
- *Goal 4: Benefit native ecological communities of the Rio de Flag watershed*
- *Goal 5: Increase public awareness and engagement to strengthen the community's connection to the Rio de Flag watershed*
- *Goal 6: Create a sustainable funding stream for the Rio de Flag watershed*

Goal 1. Increase integrated cultural, scientific, and historical understanding

Projects submitted under this goal were broad in scope, with several related to research and science and several others directed toward public outreach and trail/access education. Existing educational and outreach locations along the Rio de Flag corridor are mentioned infrequently, and the majority of projects listed were situated in new diverse locations such as Mount Elden, McMillan Mesa, and the Soliere floodplain.

Frances Short Pond, Picture Canyon Natural and Cultural Preserve, and Sinclair Wash at Willow Bend are three conventional sites along the Rio de Flag currently utilized for their immense educational opportunities. Many schools, businesses, and neighborhoods are located along the banks of the Rio and its tributaries and would benefit from enhanced educational opportunities at these sites.

Education should focus on place-based learning, service learning, and citizen science through:

- Site enhancement (signage, hands on installations, wildlife viewing platforms, etc.);
- Educational programs that incorporate site visits (targeted at K-12, residents, and visitors);
- Online educational resources (lesson plans, maps, audio guides, etc.);
- Ongoing service learning and citizen science programs that inspire a deeper understanding of the watershed while simultaneously giving residents and visitors a chance to give back to their river (invasive weed pulls, trash cleanups,

Adopt-the-Rio de Flag Stewardship program, ADEQ's Arizona Water Watch data collection, Master Watershed Stewardship program, etc.).
- Improved trail access with integrated signage and community activities (e.g. trail run days, Rio talks, etc).

Informal scientific research has occurred throughout the Rio de Flag for decades. Formalized research sites for conducting research on the Rio could strengthen our understanding of the various aspects of the watershed.

Scientific Research Recommendations:

1. Identify secure funding source to support science and education that could include Fish and Wildlife Service grants, Arizona Water Protection Fund, WaterSMART, EPA STAR, and other funding sources. Identify areas of public ownership that could be used for outdoor classrooms and research sites, and make this information available to schools . Each reach should be evaluated for educational opportunities including proximity to schools and sites of exceptional educational value (Frances Short Pond, Willow Bend, etc.).
2. Create a system for tracking research endeavors.
3. Create an online network for communicating research and identifying potential partnerships for research projects.

Watershed-wide studies and outreach

Objective 1.1 Compile studies, highlight gaps, and provide strategies and funding opportunities

- Establish an Earth Observatory
- Create an interdisciplinary program at NAU for Rio de Flag watershed studies and learning
- Build online repository for data/studies/references
- Compile the human history of change in the watershed
- Other research projects could involve ground water recharge which the city has expressed an interest in,
- local springs and seeps, which the Museum of Northern Arizona has already begun, local plant communities and archeology along the Rio which has been ongoing since the Colton's first worked at Picture Canyon.

Reach specific projects to increase watershed understanding

Reach 1 - Elevational vegetation transects to relate predicted vegetation community shifts to fire response.

Reach 6 - Examine base level controls and erosion, cycles of downcutting and aggradation related to Little Colorado River system.

Goal 2. Watershed health

This goal received 19 individual projects under rehabilitation (maintenance/flood mitigation) and 21 individual projects under sustaining and restoring the watershed. Nine (9) of the rehabilitation projects are directly tied to urban hydrology and channel restoration, the rest of the rehabilitation projects are a mix of wetlands preservation, invasive plant management, reclaimed water management, and pond preservation.

Eight of the “sustain and restore” projects were related to springs and wetlands, making up the largest proportion of the projects. The other 13 projects were spread between invasive weed work, channel maintenance/flood mitigation, rare plant preservation, and illegal trail/use management. Goal 2 received 40 projects out of the 116, indicating a high amount of interest in watershed health, either in terms of preservation or restoration.

Groundwater recharge can help to refill our aquifers and can be accomplished either by natural seepage through the ground or by pumping water back into the ground. Either way groundwater recharge can provide future water for our use. The City of Flagstaff has discussed creating a groundwater recharge program. Some issues need resolution before groundwater recharge becomes a reality. One issue has to do with the presence of chemicals in reclaimed water. Not enough is known about the persistence of endocrine disrupting chemicals and partially oxidized radical in the water and their health effects.

Recommendations

1. Promote forest health and watershed integrity, protect water quality, mitigate for extreme climate events.
   - Forest restoration
   - Post-Wildfire response
   - Water quality (pollution) mitigation

2. Restore, rehabilitate, and sustain effective hydrologic and geomorphic function.
   - Protect natural channel and floodplain geometry.
   - Rehabilitate damaged channel and floodplain areas.
   - Mitigate urban stormwater impacts.

3. Maintain past watershed work and recently completed projects
   - Provide long term maintenance for ecological restoration and channel improvement programs.

4. Restore climate change impacts to soils, vegetation, rainfall-runoff, migration, and precipitation patterns--craft and test management strategies.
   - Restoring watershed ecosystems

5. Increase watershed protection through special designations
   - Rural and/or Administrative Floodplain designations within the City of Flagstaff

- Create and maintain study areas on Forest Service lands
- Create and maintain parks and reserves within County parcels

6. Create comprehensive plan for forest, stream, springs, and riparian management and restoration access.
   - This WARF plan is striving to begin fulfilling this need.

7. Continue efforts to monitor chemicals in reclaimed water and knowledge of the impact of these chemicals. Apply best available science to determine the chemical compounds in reclaimed wastewater, the physiological effects of exposure to different concentrations, and the effects of chronic low concentration exposure to reclaimed water to both environmental and human health.

Goal 3. Benefit human communities

This goal aims for improving access to the watershed amenities, improving and creating amenities, and promoting recreation. This goal received 15 individual project proposals via the stakeholder survey. Thirteen (13) of the 15 projects involved walking, hiking, or biking. The majority of projects involved active recreational opportunities though there were mention of interpretative signage and themed events. Additional fishing opportunities was only mentioned one time. Frances Short Pond being the only fishing site along the Rio de Flag.

Recommendations
Support any stakeholder group that actively promotes compatible, diverse, and informed recreation and public use of stream corridors within the watershed.

Improve and enhance recreational connectivity along the Rio de Flag and between the Rio and surrounding open space and neighborhoods.
- Support FUTS and Open Space: connectivity, access, commutability
- Promote providing benches, shade rain shelters

Re-create and/or maintain a full array of natural surroundings (e.g., wetlands, open or moving water, observable wildlife, forests),

Remove trash to promote community health and well-being.

Address roots of community health problems along the Rio including homelessness, weeds and waste/sewage.

- *Goal 1: Increase integrated cultural, scientific, and historical understanding of the Rio de Flag watershed*
- *Goal 2: Protect and enhance Rio de Flag watershed health to deliver ecosystem services to future generations*

- *Goal 3: Benefit human communities of the Rio de Flag watershed*
- *Goal 4: Benefit native ecological communities of the Rio de Flag watershed*
- *Goal 5: Increase public awareness and engagement to strengthen the community's connection to the Rio de Flag watershed*
- *Goal 6: Create a sustainable funding stream for the Rio de Flag watershed*

Recreation, trails, and public use

Objective: Provide residents and visitors opportunities for recreation with an emphasis on passive recreation such as hiking, biking, cross country skiing, enjoying nature etc. enhancing our quality of life and sense of community.

Description: The Rio de Flag has been called the backbone of the Flagstaff's Urban Trails System and Open Space Programs. Along the way the Rio offers abundant opportunities for walking, hiking, biking, cross country skiing, snowshoeing, enjoying nature, exercising, and seeking peace and quiet.

The existence of this interconnected system means that residents can recreate or exercise close to home and go as little or as far as their ambition takes them. Our intent is to reinforce the connectivity and attractiveness of the Rio and its tributaries thereby enhancing our quality of life and sense of community while providing recreation for residents and visitors. The system of trails often allows visitors to exercise or enjoy their leisure often near their lodgings. Trails are also used by some residents to commute from work school or shopping by bike, foot, or even skis.

The FUTS is connected to Coconino National Forest Service trails, Coconino County trails (at Fort Tuthill) and the Arizona Trail in theory linking residents to surrounding landscape and all of Arizona. A few unique areas along the Rio de Flag and its tributaries offer special recreational opportunities such as the chance to fish at Frances Short Pond or to bird watch along more natural sections of the Rio. At least seven city parks (Cheshire Park, Thorpe Park, Wheeler Park, Colton Park, Coconino Park, Sawmill Park, Fox Glenn Park) are enhanced by the Rio de Flag running through them providing unique opportunities for play or contemplation.

Much of Flagstaff's Open Space including the Picture Canyon Natural and Cultural Preserve is also found along the Rio. An opportunity exists developing more Green Belt segments along the Rio to provide for a more extended experience that is less urban and more natural.
Examples of areas which can function as green belt segments are from Coconino Park to Beale Road south to Thorpe Park, from Lone Tree Road southeast to Interstate 40, and from US 89A across NAU campus to Lone Tree Road.

Recommendations

1. Build on to the existing FUTS trail to create a connected trail system along the length of the Rio de Flag and its major tributaries connecting with surrounding public lands, trails and parks and open space.
1. In channel restoration, use an open, stepped channel design where possible practical in order to provide for multiple uses (including flood control, recreation, scenic views, educational uses, riparian habitat, etc.)
2. Where opportunities exist develop Open Space or Green Belt segments along the Rio de Flag and its tributaries. Enhance these areas to provide a better recreational experience. Include new areas as Flagstaff grows to allow new connections to developing areas and to maintain connections to surrounding public lands. Create connectivity using the FUTS along the Rio where possible and along any new development along the Rio or its tributaries.
3. Emphasize passive recreation (walking, hiking, running, biking, cross country skiing, snowshoeing, enjoying nature, bird watching, seeking peace and quiet) along the drainages.
4. Use the Rio de Flag as a backbone for FUTS and Flagstaff Open Space system.
5. Develop parking informational signs, access, rest areas as needed to support recreational uses.
6. At major hubs where group use is common and trails converge consider providing parking, drinking water and toilets. Example of potential hubs are Fort Tuthill, Picture Canyon, and the Schultz “Y”.

Goal 4. Benefit native ecological communities

This goal is focused on improving native ecology, biodiversity, and ecosystem function within the watershed.

Objective 6.1: Manage the Rio de Flag to maintain, recover, and maintain or increase diversity of native ecological communities and to reduce or eliminate non-native species.

One of the most exciting potential scientific research projects is development of a genetic repository for riparian plants. The idea was presented by Dr Tom Whitham at one of the seminars leading up to this plan. The idea amounts to growing cultivars of woody plants from a number of sites in the region along the Rio De Flag in order to facilitate research into their adaptability to climate change and various growth traits. Dr. Whitham has begun this type of work with cottonwoods and willows and has shown cultivars vary widely in their adaption to growing sites and insect communities. Plants from this genetic repository could then be used to restore sites through the region. A natural site for this work is the Sinclair Wash as it crosses the NAU campus.

Perennial stream segments
Objective 6.2: Maintain sections of the Rio de Flag that have ephemeral and perennial water flow, and enhance flows where appropriate, to support a variety of native ecological communities.

Maintain perennial or near perennial flows for short segments in the Rio de Flag below springs and reclaimed water outlets to provide riparian habitat, scenic beauty and increased diversity of native vegetation and wildlife and, groundwater recharge.

Description: Most of the flow both in duration and in volume in the Rio de Flag has probably always been and will be ephemeral. However, some segments are perennial or close to perennial either naturally (i. e. below Leroux Springs) or artificially as reclaimed water below discharge points. These segments offer a special opportunity for diverse native vegetation, wildlife and scenic beauty. They also may offer some of the best sites for a riparian genetic repository for cottonwoods as has been proposed by Dr. Tom Whitham.

Native riparian plants have a range of tolerances for drying, some requiring true permanent water and others being very tolerant of drying. By providing a range of conditions, we can increase the diversity of plants and animals along the Rio de Flag. Research has demonstrated that plant diversity provides for greater ecosystem resiliency and services. Also by maintaining a few short segments of perennial flows the scenic beauty can be enhanced and the ability of residents and visitors to find peaceful and tranquil setting is enhanced. Perennial flows also can allow increased natural groundwater recharge to take place thereby benefiting our water table.

The Leroux Springs complex is the original source of the Rio de Flag. This complex of springs is named for Antoine Leroux who guided government and private parties of explorers and often stopped at this spring. The Rio de Flag is a perennial stream for a short distance downstream of Leroux Springs, and downstream of two city water treatment plants, but most of the stream reaches along the Rio de Flag are best characterized as ephemeral. Other small springs and seeps, such as at Cheshire Park, and old Town Springs, are also perennial and contribute flow to the Rio de Flag as it progresses downstream.

The City produces reclaimed water and discharges these waters at selected locations. These discharge points include Frances Short Pond, the I-40 wetlands below the Rio de Flag WTP, and above Picture Canyon from the Wildcat WTP. The City has minimum obligations to discharge at all three locations, but flows generally do not extend very far downstream, with the exception of the Wildcat Plant. The I-40 wetlands and Picture Canyon have become very popular sites for recreation in part due to the presence of water and the resulting vegetation and wildlife.

Recommendations:

1. Dedicate at least 5% of reclaimed water to instream flow in the Rio de Flag or its tributaries (natural seepage from this flow may be credited to groundwater recharge).
2. Use instream flows for natural groundwater recharge choosing release points for multiple benefits including suitability for groundwater recharge, as well as enhancing recreation, restoration, education, and scenic beauty.

3. Evaluate impacts of existing discharge points including Frances Short Pond, the I-40 wetlands (Rio de Flag WTP) and the main discharge at Picture Canyon from the Wildcat WTP as part of evaluation of new discharge points.
4. Maintain and enhance where practical surface flow from springs and downstream from springs. Maintain, restore and enhance native riparian in these areas.

Goal 5. Public awareness and engagement

Strengthen collaboration and communication, and identify shared interests to build bridges between diverse stakeholders through the watershed planning process and plan implementation.

Provide economic, education (e.g. outdoor classroom, youth programs), and volunteer opportunities and create incentives for businesses in the community to take actions to benefit the watershed.

- Existing opportunities to enhance: Frances Short Pond, Picture Canyon Natural and Cultural Preserve, and Sinclair Wash at Willow Bend
- Opportunities: recreation, green tourism, restoration and creative projects and events

Cooperate with other NGOs and governmental organizations in providing educational materials and opportunities concerning the watershed

Develop and implement signage for both the watershed and the channel.

Identify opportunities for community events, celebrations, and the arts centered around the Rio de Flag watershed

Goal 6. Sustainable funding stream

This goal, understandably, received very few proposed projects by the stakeholder group. The goal is intended less as a project specific goal and more as an overarching interest in finding consistent funding for watershed themed programs. The WARF and other stakeholders can jointly or separately seek funding for projects within the watershed. The 141 projects suggested during development of this plan do not constrain future efforts. In addition to project funding there is a need for ongoing monitoring, administration, enhancement and maintenance. The WARF intends to seek both project funding from grants and funding on going needs

Priority conceptual projects:

As part of the process of developing this plan the WARF undertook prioritizing the projects suggested by the public and stakeholders. The intent is not to eliminate any suggestion but rather to provide a starting place for work. The WARF also intends to add new project suggestions to

our list as time goes on. The following are the scoring criteria we used to reach this initial priority ranking.

Scoring criteria

Urgency/Timeliness
How critical/central is the project to the goal. How time-sensitive is the project—opportunities, threats. Is the project required before other projects can be completed? Is the project timely for the circumstances (crystalizing moment)?

Feasibility
How feasible is this project? is it contentious or broadly supported? Are necessary components in place? Has this project been determined as potentially successful? Do we know what success looks like for this project?

Social Salience
Marketability, potential to generate more public support and engagement for the Rio watershed efforts, addressing community values and needs?

Cost
Is the cost reasonable and budgeted? Does a funding source (line item, grant, etc.) exist?

Scale
a) temporal b) spatial (average of two scores was used)
What is the scale of the project? Is this a project that can be completed quickly and with readily available funding? Is this a project that has potential large-scale benefit, broadly effective?

Relationship to other goals
How many other goals does it leverage?

Partner Priority
Is this project a high priority for one or more of the WARF partner agencies/organizations?
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Table 2. Initial Priority Projects derived from public meetings and WARF review.

Project Name	Description
Museum Fire Restoration	Restoration and rehabilitation in Museum Fire scar and areas that haven't been thinned
Trash and Weed Removal Watershed Plan and Implementation	Create a watershed scale invasive plant and trash removal plan and funding mechanism for treatments

Use of reclaimed water for riparian restoration	Use of reclaimed water for amenity value on stream reaches that have high diversity of native plants and wildlife and that run along highly-used FUTS trails.
Sinclair Wash connectivity/restoration	Sinclair Wash: improve channel function, prepare for more flows with increasing development, riparian restoration with cottonwoods and willows; Restore channel-floodplain connectivity in Sinclair Wash, address erosion and downcutting
Channel Maintenance Program for the watershed	Well funded open channel program: Trash, weeds, channel morphology, bank erosion

Increase Awareness of Springs, Wetlands amd Alluvial Plains	Increase awareness and protection of upper-watershed springs, wetlands and alluvial plains
State of the Watershed panel	State of the Watershed panel discussions between scientists and public
Annual Rio De Flag Festival	An Annual Rio de Flag Art Walk and Festival

Water Rights Research	Research water rights for any waters needed for RDF watershed restoration.
Plan for Aesthetic and Riparian Values Along RDF	Create a plan for improving aesthetic and riparian values in tandem with the RDF flood control project along its entire extent
Springs Studies	Increase springs studies within the watershed (e.g. Leroux)

Facilitate coordination across the entire watershed	**Facilitate coordination among all stakeholders and jurisdictions within the Rio de Flag watershed**
General Rio de Flag connectivity/restoration	Improve channel function, prepare for more flows with increasing development, riparian restoration with cottonwoods and willows; Restore channel-floodplain connectivity, address erosion and downcutting

PLAN IMPLEMENTATION, EVALUATION, AND REVISION

Implementation of this watershed plan will be coordinated and undertaken by the WARF collaboratively and adaptively. Other groups may join the Alliance at any time by a vote of the membership. We would especially like to recruit member organizations who are stakeholders with links to the watershed through stewardship, history or common interest. Since the effort to form the WARF coincided with the Covid pandemic our efforts to recruit organizations have been less successful than we wished. The Hopi Tribe and Navajo Nation were especially hit hard by Covid and have only been able to have minimal participation so far.

The WARF intends to harness the collective knowledge and networks of community members working cooperatively on watershed land and waters preservation, water and flood security, ecosystem preservation, watershed function, and climate change adaptation and mitigation. Through these efforts, the WARF seeks to ensure continuing the many important environmental and public health benefits of green and open space conservation. This plan will act as a guiding document for the WARF. While our initial efforts will focus on the original priority list of projects, the projects which came out of the planning process remain of interest and new projects can be added to that list over time. We recognize that other stakeholders have responsibility for, and ownership of, many things within the watershed. We do not want to interfere in those responsibilities.

The WARF's intent is to keep the plan a living document. The WARF may propose to add, delete, or modify projects or change the priority of projects listed in this watershed plan as becomes appropriate over time. Any amendments to the plan will be submitted to the stakeholders for approval. The WARF may partner with other organizations to accomplish its objectives and complete projects. Projects will be led by the most appropriate stakeholder, for instance the city or county would lead on infrastructure projects requiring their authority, ownership, or expertise, and the WARF's role could be simply writing a letter in support of the project to the funding agency. We expect the WARF or Friends of the Rio might lead on smaller projects not requiring city or county authority or expertise. The Friends of the Rio have agreed to Act as a fiscal sponsor of the WARF.
The activities of the WARF can include

- Quarterly meetings to address progress on projects.
- Monitoring of the Rio and metrics of success,
- Assessment of outcomes,
- Providing opportunities to address subjects including:
    - Climate change
    - Fire and fire security
    - Precipitation and water security
    - Clean water
    - Biodiversity and restoration
    - Recreation along the Rio
    - Funding
    - Future growth

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Rio de Flag Watershed Planning



The Rio de Flag Watershed Planning Project resulted from a Bureau of Reclamation WaterSMART Grant awarded to the Friends of the Rio de Flag in 2019.



This WaterSMART Grant has two primary objectives:

1. Creating a Watershed Stakeholders Group (the Watershed Alliance for Rio de Flag)
2. Developing a Watershed Plan

Who is the Watershed Alliance?

W.A.R.F. stakeholders:

- Northern Arizona University
- City of Flagstaff
- Coconino County
- Coconino National Forest
- Springs Stewardship Institute
- Friends of the Rio de Flag
- Wild Arizona
- Private citizens with interest and expertise in promoting watershed health and benefitting human and ecological communities

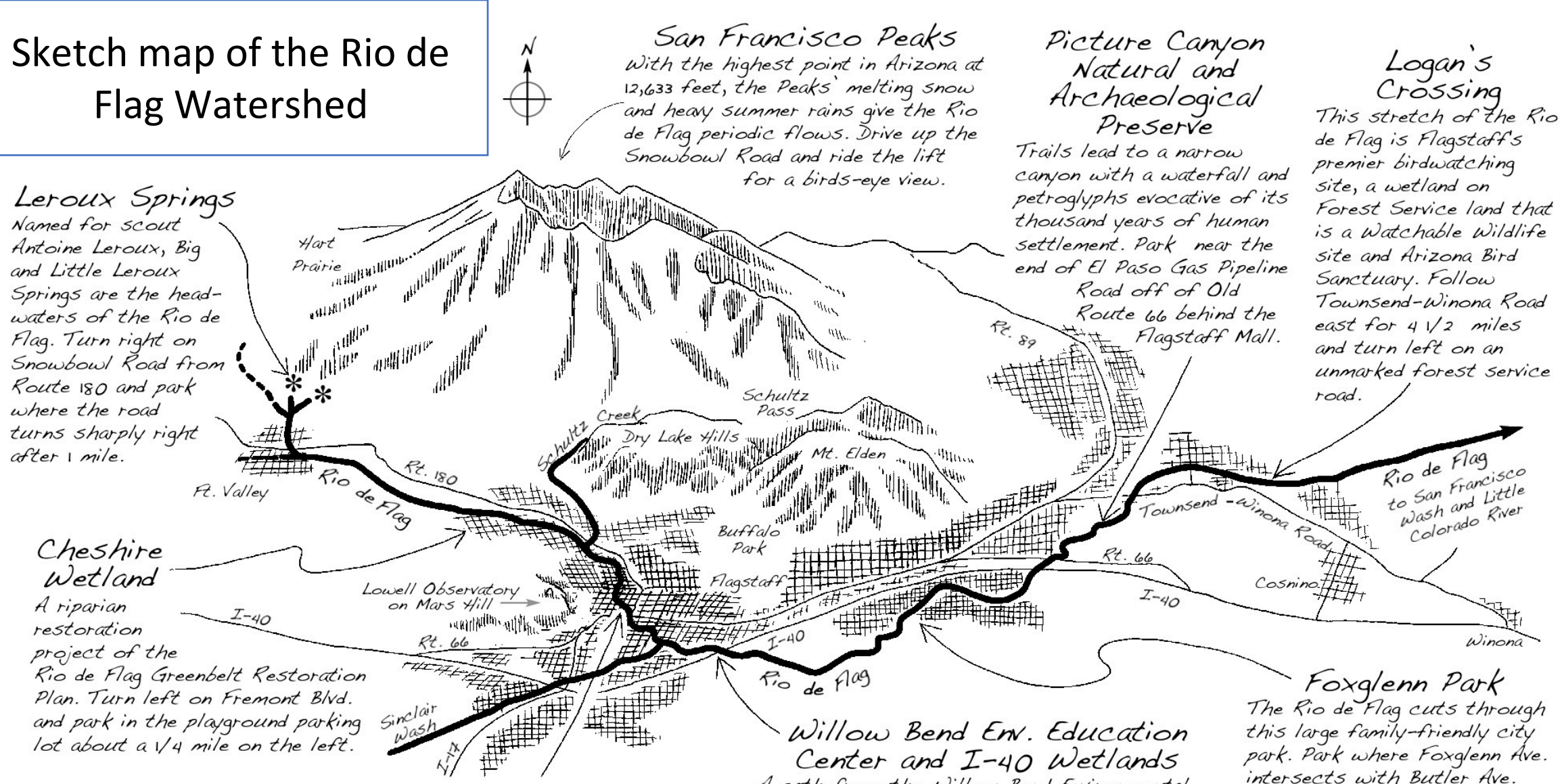


The Rio de Flag is already a great asset to Flagstaff. Leroux Springs, Francis Short Pond, and Picture Canyon, much of the Flagstaff Urban Trail System, are all found along the Rio. Many of the important features in Flagstaff are found near the Rio including the Museum of Northern Arizona, City Hall, the Southside Neighborhood, NAU, Willow Bend Environmental Education Center, and several city parks.

The benefit to Flagstaff of having the Watershed Alliance for the Rio de Flag is having a coordinated effort to maintain and enhance the Rio and its watershed, and to make The Rio de Flag even more of an asset to our City than it already is.

By adopting the resolution that recognizes the WARF and playing an important role in project development, the City of Flagstaff can aid the WARF in taking progressive steps towards restoring and enhancing this vital ecological and cultural resource.

Sketch map of the Rio de Flag Watershed



Detailed directions at
friendsoftheriodeflag.org/visit

illustration by Zack Zdinak www.lifedraw.com

- **We began our watershed planning process with a series of interviews with stakeholders in the watershed including City, County, Forest Service, Hopi and Navajo tribes, Museum of Northern Arizona, Arizona Game and Fish, Friends of the Rio other NGOs and NAU.**

- **These interviews were intended to give us enough information to begin the planning process which would include what questions we should be asking.**

- **We contracted with Southwest Decision Resources to conduct the public meetings. The original intent was for these public meetings to be informal and in person. Covid19 caused us to change our minds and to conduct all the meetings online.**

Explore the Watershed: Speaker Series (public meetings)

Video Recordings Available on WARF homepage watershedallianceforthe rio.net

November 10, 2020 - Hosted by: Friends of the Rio de Flag

Understanding Our Changing Watershed

Speakers: Max Taylor (Hopi Tribe), Laura Jo West (Coconino National Forest), Tom Whitham (Northern Arizona University), Larry Stevens (Museum of Northern Arizona), Travis Woolley (The Nature Conservancy), Sara Dechter (City of Flagstaff), and Matt Nelson (Arizona Trail Association)

December 2, 2020 - Co-hosted by: City of Flagstaff Sustainability Program

Let's Get on Down to the Rio de Flag - Community Awareness, Celebration, and Engagement

Speakers: Maggie Twomey (City of Flagstaff), Art Babbott (Coconino County), and Moran Henn (Willow Bend Environmental Education Center)

December 16, 2020 - Co-hosted by: Wild Arizona

Nature Elevated: Benefitting Native Ecosystems of the Rio de Flag Watershed

Speakers: Larry Stevens (Wild Arizona), Tom Whitham (Northern Arizona University), Hannah Griscom (Arizona Game and Fish Department), Max Taylor (Hopi Tribe), Paul Beier (Friends of the Rio de Flag)

January 6, 2021 - Co-hosted by: NAU School of Earth and Sustainability

Sustaining and Healing Our Watershed

Speakers: Abe Springer (Northern Arizona University), Allen Haden (Natural Channel Designs), Denielle Perry (Northern Arizona University/Friends of the Rio de Flag)

January 20, 2021 - Co-hosted by: Southside Community Association

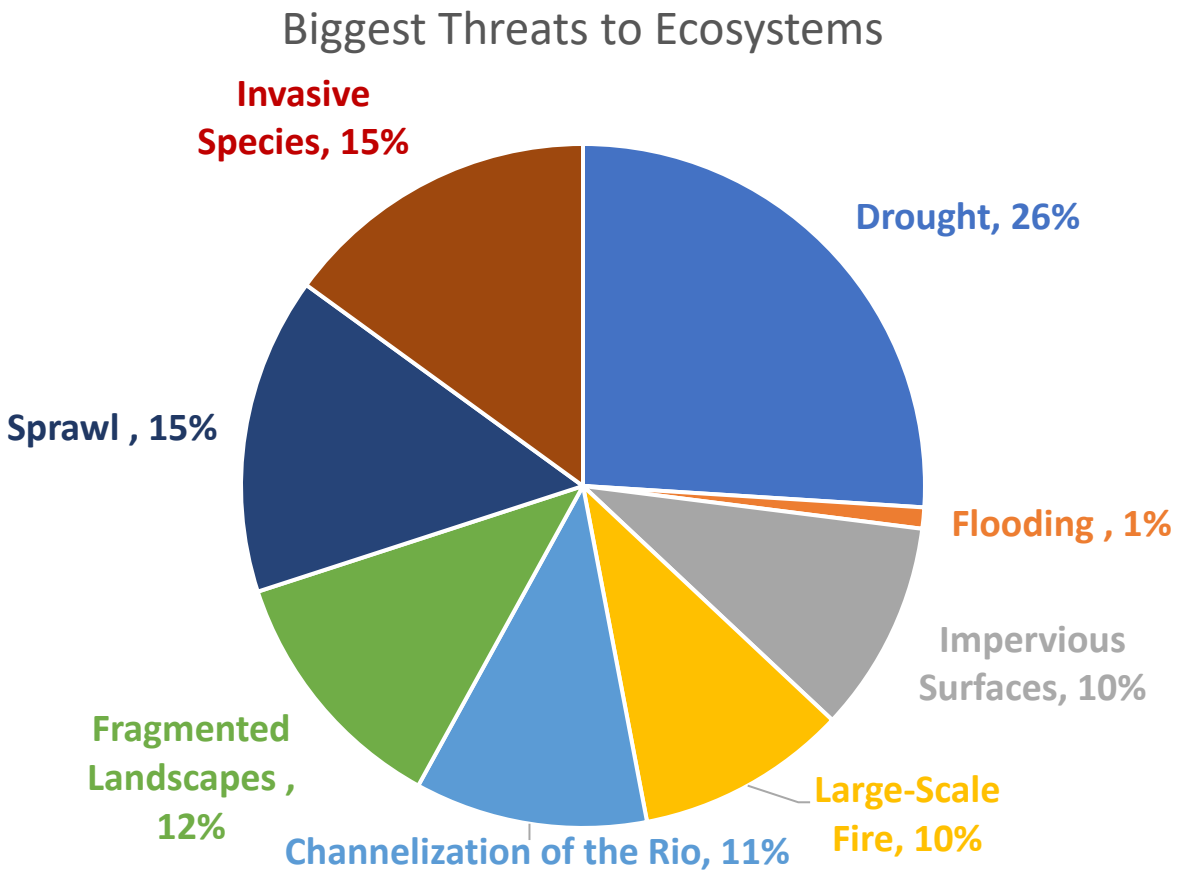
Rio for the People

Speakers: Deborah Harris (Southside Community Association), Martin Ince (City of Flagstaff), Matt Muchna (Northern Arizona University)

February 3, 2021 - Co-hosted by: Arizona Hydrological Society

Implementation and Beyond...Creating Stewardship

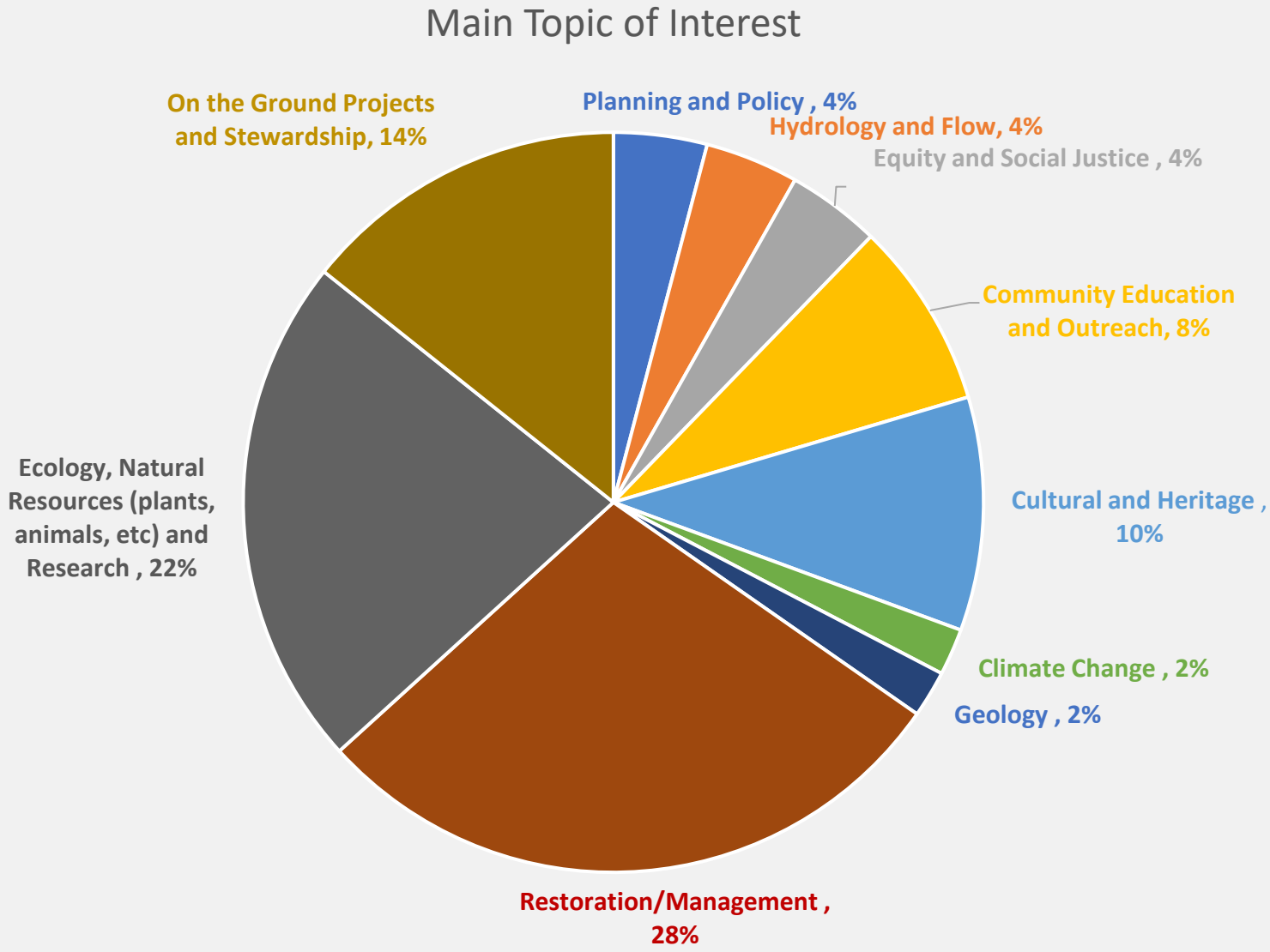
Speakers: Ed Schenk (City of Flagstaff), Josh Peck (Coconino National Forest), Nicole Antonopoulis (City of Flagstaff)



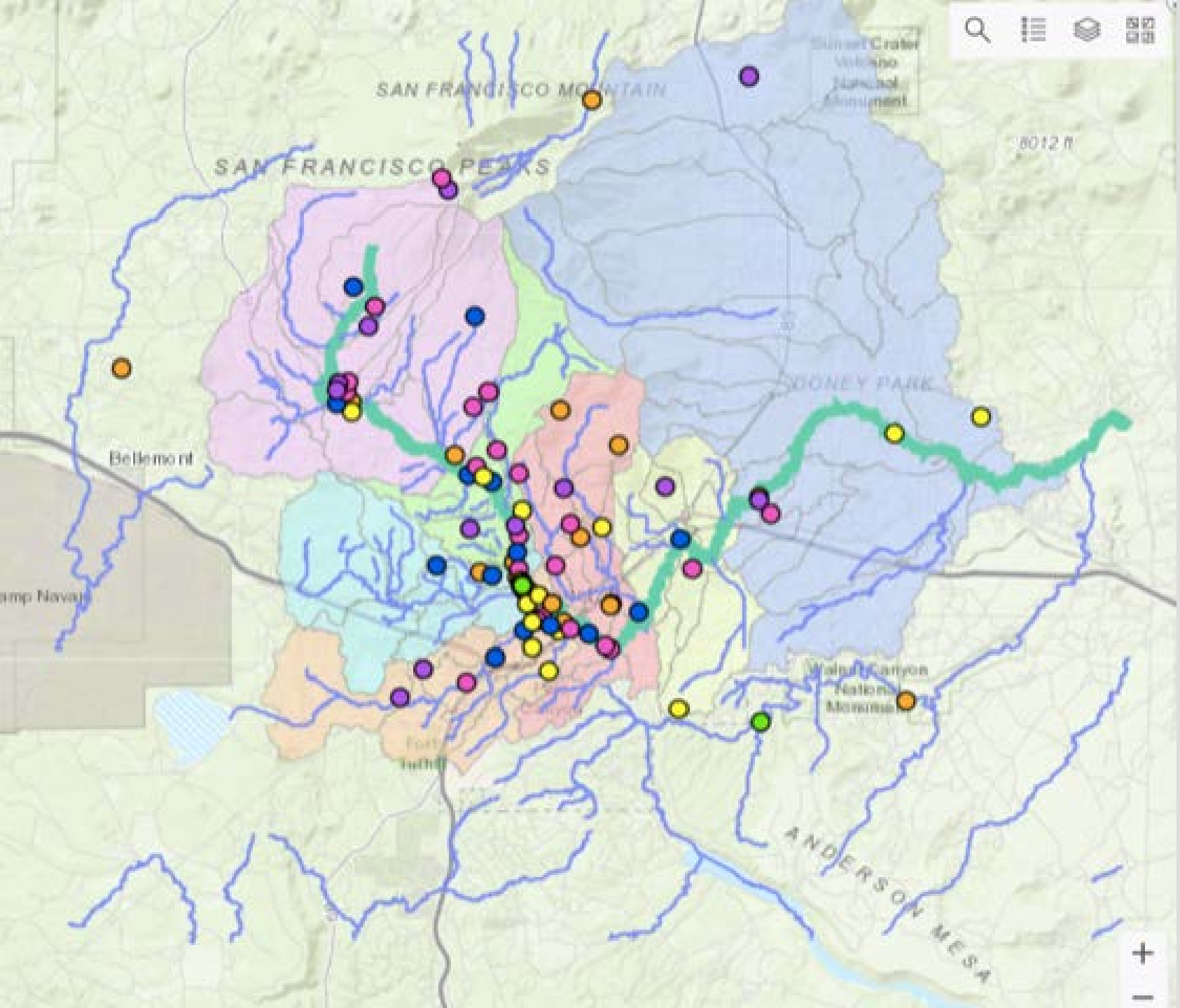
Above: Participants were asked the question “what types of development or environmental changes do you feel are threatening these ecosystems?”

Additional response – Domestic cats hunting wild birds

Participants in the forums were asked a variety of questions – Their responses became part of the basis for the Watershed Plan – Here are few examples...



Above: Participants were asked what their main topics of interest were in the watershed



116 SITE SPECIFIC PROJECTS WERE SUGGESTED BY PARTICIPANTS IN OUR SIX PUBLIC MEETINGS.

OF THESE, 25 PROJECTS WERE WATERSHED-WIDE.

Top Priorities for the Rio de Flag Watershed Plan

A list of top priorities was pulled from participants during the public surveys and interviews. These priorities were selected because they received the most attention and covered the 116 site specific projects in the surveys submitted:

Trash and Weed Removal Watershed Plan and Implementation

- Creation of a watershed scale invasive plant and trash removal plan
- Funding mechanism for treatments

Wildfire Restoration

- Cooperation with City County or Forest Service to restore and rehabilitate the Museum Fire scar and other areas that haven't been thinned

Use of Reclaimed Water for Riparian Restoration

- Potential for amenity value on stream reaches with high diversity of native plants/wildlife and that run along highly-used FUTS trails
- Must have City cooperation for this

Sinclair Wash Connectivity/Restoration

- Riparian restoration
- Improve channel function (prepare for more flows with increasing development)
- Restore channel-floodplain connectivity in Sinclair Wash (address erosion/downcutting)

Channel Maintenance:

- Creation of a well-funded open channel program to address trash, weeds, channel morphology, bank erosion, etc.



Projects Prioritized by WARF Partners

- Water Rights Research
- Plan for Aesthetic and Riparian Values Along RDF
- Spring Studies

- Springs Restoration in Rio de Flag Watershed
- Riparian Protection
- Meadows

- Increase Awareness of Springs, Wetlands and Alluvial Plains
- State of the Watershed Panel
- Annual Rio de Flag Festival

- Facilitate Coordination Across the Entire Watershed
- General Rio de Flag Connectivity/Restoration












Fires and floods, and recovery from these events, slowed everything we were intending to do.

To rekindle and further progress in these efforts, the Watershed Alliance of the Rio de Flag would like to ask the City of Flagstaff to:

- Adopt the resolution recognizing the Watershed Alliance for the Rio de Flag (WARF) and the Rio de Flag Watershed Plan which will:
  - Allow for more coordinated collaboration for potential projects
  - Allow for more input throughout the brainstorming, planning and ultimately the action stages of these projects
- Participate in the WARF, including some help in making the WARF work by:
  - Taking part in monthly/annual meetings
  - Volunteering during the year at various weed pull/trash pickup
  - Providing administrative help (helping to secure funding, etc.)


Questions or Comments ?

13. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Erin Young, Water Resources Manager
Co-Submitter:	Shannon Jones
Date:	01/30/2024
Meeting Date:	02/06/2024

TITLE:

Water, Wastewater, and Reclaimed Water Rates and Cost-of-Service Study - Presentation 3 of 3 on Capacity Fees & Introduction to Rate Designs

DESIRED OUTCOME:

Staff and Stantec are seeking direction from City Council on these five elements of updating Capacity Fees as presented on January 23:

1. Utilize the Combined Methodology for calculating capacity fees
    a. Proceed with Stantec, Staff's, and the Water Commission's recommendation to follow the Combined Methodology for calculating the capacity fee for both the water and wastewater systems
    b. Revisit the Buy-In or Incremental methodologies for water and/or wastewater systems
2. Utilize system actuals as a basis for Level-of-Service calculations
    a. Proceed with Stantec, Staff's, and the Water Commission's recommendation to base the water and wastewater capacity fee level-of-service assumption on actual data
    b. Base capacity fee level-of-service assumption for water and/or wastewater on the water and wastewater design standards in City Code
3. Collect capacity fees towards the cost of future water supply infrastructure projects (such as Red Gap Ranch, direct potable reuse, or indirect potable reuse projects, at Council direction)
    a. Proceed with a capacity fee model that collects fees toward water supply infrastructure projects (two of six on the Water Commission shared concerns with this option; the other four were supportive of this option)
    b. Do not collect a portion of capacity fees towards a new water supply infrastructure project
4. Collect capacity fees towards the cost of a new wastewater treatment facility
    a. Proceed with a capacity fee model that collects fees towards a new wastewater treatment facility (one of six on the Water Commission shared a concern with this option; the other five were supportive of this option)
    b. Do not collect a portion of capacity fees towards a new wastewater treatment facility
5. Include or do not include loadings capacity along with the flow capacity as a basis for calculating the level-of-service for the wastewater system. (Water Commission recommended including loadings capacity)

EXECUTIVE SUMMARY:

A capacity fee is a one-time charge for a new connection to the water and or sewer system. The charge is designed to recover a portion or all of the cost of constructing water and wastewater system capacity. The fees can also be assessed to existing customers requiring increased system capacity. In general, capacity fees are based on the costs of current and/or future utility infrastructure including, but not limited to, water supply facilities, treatment facilities, effluent disposal facilities, and transmission mains and sewer interceptors. Capacity fees serve as the mechanism by which growth can “pay its own way” and minimize the extent to which existing customers must bear the cost of facilities that will be used to serve new customers.

INFORMATION:

There are three primary approaches to the calculation of capacity fees, all of which are outlined within the American Water Works Association (AWWA) and Water Environment Federation (WEF) guidance documents. Each of the approaches is described below.

Buy-In Method

This approach determines the capacity fees solely on the existing utility system assets. The replacement cost in today’s dollars, less accumulated depreciation, of each system’s major functional components serves as the cost basis for the capacity fee calculation. This approach is most appropriate for a system with ample excess capacity, such that most new connections to the system will be served by that existing excess capacity and the customers are effectively “buying-in” to the existing system, or limited capital improvement program (CIP).

Incremental Method

The second approach is to use the portion of each system’s multi-year CIP associated with the provision of additional system capacity by a functional system component as the cost basis for the capacity fee calculation. This approach is most appropriate where 1) the existing system has limited or no excess capacity to accommodate growth, and 2) the CIP contains a significant number of projects that provide additional system capacity for each functional system component representative of the cost of capacity for the entire system.

Combined Method

The third approach is a combination of the two previous approaches described. This approach is most appropriate when 1) there is excess capacity in the current system that will accommodate some growth, but additional capacity is needed in the near-term as reflected in each system’s CIP, and 2) the CIP includes a significant number of projects that will provide additional system capacity.

Proposed Method

Given that the City has existing, but limited, capacity within both the water and wastewater systems to sell, as well as capital spending planned over the next 10 years, the Combined Method is proposed by Stantec and Staff for the calculation of the capacity fee for both the water and wastewater systems.

Using the Combined Method requires a Buy-In calculation and an Incremental calculation. The following outlines the process to determine the net value (cost basis) for each (water and wastewater) system under the Combined Method.

1. The City’s existing major water and wastewater system components assets are analyzed to determine the replacement cost new less depreciation (RCNLD).
2. Any non-core system assets with an original cost less than $5,000 are excluded from the existing system value including items such as office and computer equipment and other non-core system assets.
3. Growth-related capital projects over the next 10 years as identified in the City’s CIP are added. This includes projects designated to add new capacity to the system, whether partially or entirely.
4. Any donated assets and/or assets not funded by the City (funded by grants or contributed by

developers), including bond-funded projects being repaid with property tax revenues, are removed from the net system value (both existing assets and future within the capital improvement plan).
5. The net value of the water and wastewater systems is further reduced by the outstanding principal on existing debt and the net present value of future debt over the planning period for each system.
6. The resulting net system value is used in the determination of the capacity fee using capacity and level of service standards.

Reclaimed Water Investments
The City does not charge reclaimed water capacity fees because reclaimed water supply is limited and allocated to existing customers. Reclaimed water distribution system investments, however, benefit existing water supply and therefore are included in the water system capacity fee calculations.

The value of the wastewater treatment portion of reclaimed water treatment provided at the City's wastewater treatment plants is included in the wastewater system capacity fee calculations.

Major Project Alternatives
The City is currently reviewing the need for major projects such as future water supply projects and a wastewater treatment plant expansion. While specific details are still being developed, it is understood that growth is driving a large portion of these costs. Including these future costs as capacity fee options for consideration by the Water Commission and City Council was recommended in previous Water Commission Rate Study meetings and the joint City Council-Water Commission meeting on October 23, 2023.
The following sections outline other assumptions used to calculate the water and wastewater capacity fees.

System Capacity
The City's water and wastewater systems comprise numerous functional components such as water production, wastewater treatment, and transmission/conveyance. Each of the functional components has a physical or regulatory permitted capacity. While treatment, supply, and disposal capacities are readily available and generally accepted to be the physical or regulatory permitted capacity of such facilities, transmission system capacities are more difficult to quantify. Stantec obtained the system capacities through reviews and discussions with City staff and references to the City's system master plans.

Added System Capacity
The expansion-related capital improvement projects identified in the City's CIP will all add capacity to the City's water and wastewater systems. Incremental increases in capacity for the water and wastewater system projects were obtained from discussions with City Staff and the City's Engineering Consultants.

Level of Service Assumptions
Capacity fees are typically assessed based on a "Service Unit" which represents a unit of measure of system capacity, typically defined as an equivalent residential unit (ERU). Expressing the system capacities in terms of ERUs allows for the development of the unit pricing of capacity which is essential for the determination of capacity fees. The basis for the determination of the ERU needs to be related to a specific level of service (LOS) used by the local government for system engineering and planning purposes.

The City's current levels of service or (design standards) in City Code have not been updated since the 1980s. According to the AWWA Manual M1:

For water service, the level-of-service standard that is commonly used in the utility industry is the amount of capacity (service) allocable to an ERU expressed as the amount of usage (e.g., gallons, cubic feet) on an average-day or peak basis. This allocation of capacity represents the amount of capacity allowable to an ERU for system engineering and planning purposes, whether or not such capacity is actually used by the customer.

A review of historical customer and per capita flows and peak-to-average-daily-flow water production relationships and trends can indicate whether an existing level-of-service standard is still appropriate or whether it should be updated.

The City's design standards, from the 1980's, for a water ERU include the following assumptions:

- 3.5 people per household (pph)
- 100 gallons of water use per capita per day (gpcd)
- 2.5 maximum day peaking factor

Design standards result in a LOS for an ERU of 875 gpd. Using actual water and wastewater production and usage data for the last three years, the LOS for one ERU for the City is calculated and presented in the capacity fee calculations as Actual Use LOS. The updated metrics are:

- 2.4 people per household (pph) from the last census
- 93 gallons of total water use (residential + non-residential + non-revenue water) per capita per day (gpcd) average for time period 2020-2022
- 1.5 3-year average maximum day peaking factor

The City's design standards for a wastewater ERU include the following assumptions:

- 3.5 people per household (pph)
- 75 gallons of water use per capita per day (gpcd)
- 1.6 maximum day peaking factor

The City's actual use for a wastewater ERU are:

- 2.4 people per household (pph) from the latest census
- 67 gallons of wastewater inflow per capita per day (gpcd) average from time period 2020-2022
- 1.6 maximum day peaking factor

The total system capacity (in million gallons per day for each system) divided by the level of service in gallons per day is equal to the total number of ERUs the City can serve with the system capacity. Capacity fees are then calculated assuming the unit cost in gallons per day, or per ERU.

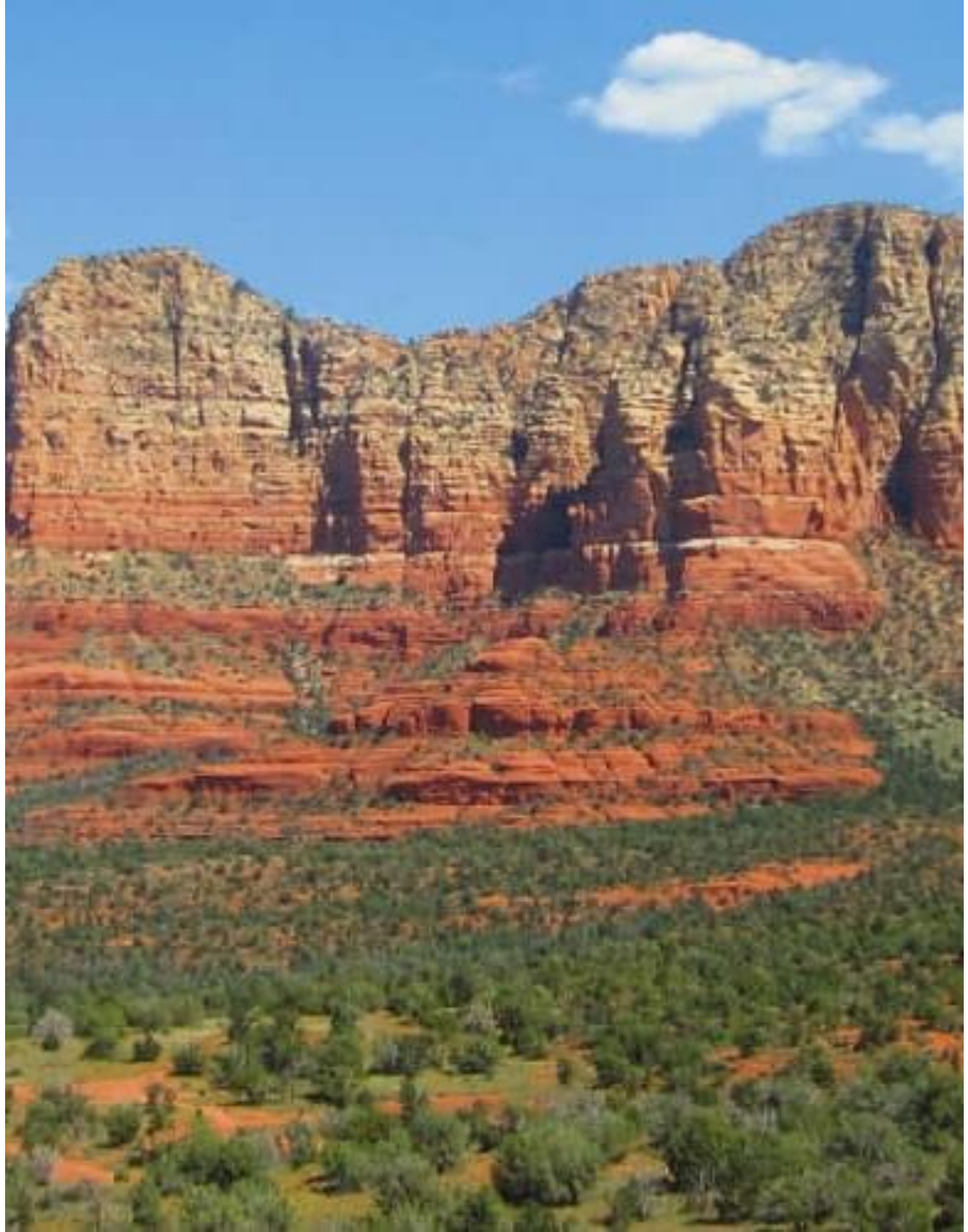
In the January 23, 2024 Council Work Session, Stantec presented an alternative to the wastewater capacity calculation that is based on a portion of the fee being attributed to the current and future loadings capacity of the wastewater treatment plants. This alternative was developed to acknowledge that not all growth projects increase flow capacity. The Water Commission recommended including loadings capacity in determining the level of service for wastewater capacity fee calculations.

Attachments: Feb 6 Rate Design Presentation
Feb 6 Capacity Fees Presentation

City of Flagstaff, AZ

Water, Reclaimed Water, & Wastewater Cost-of-Service Study – Introduction to Rate Design

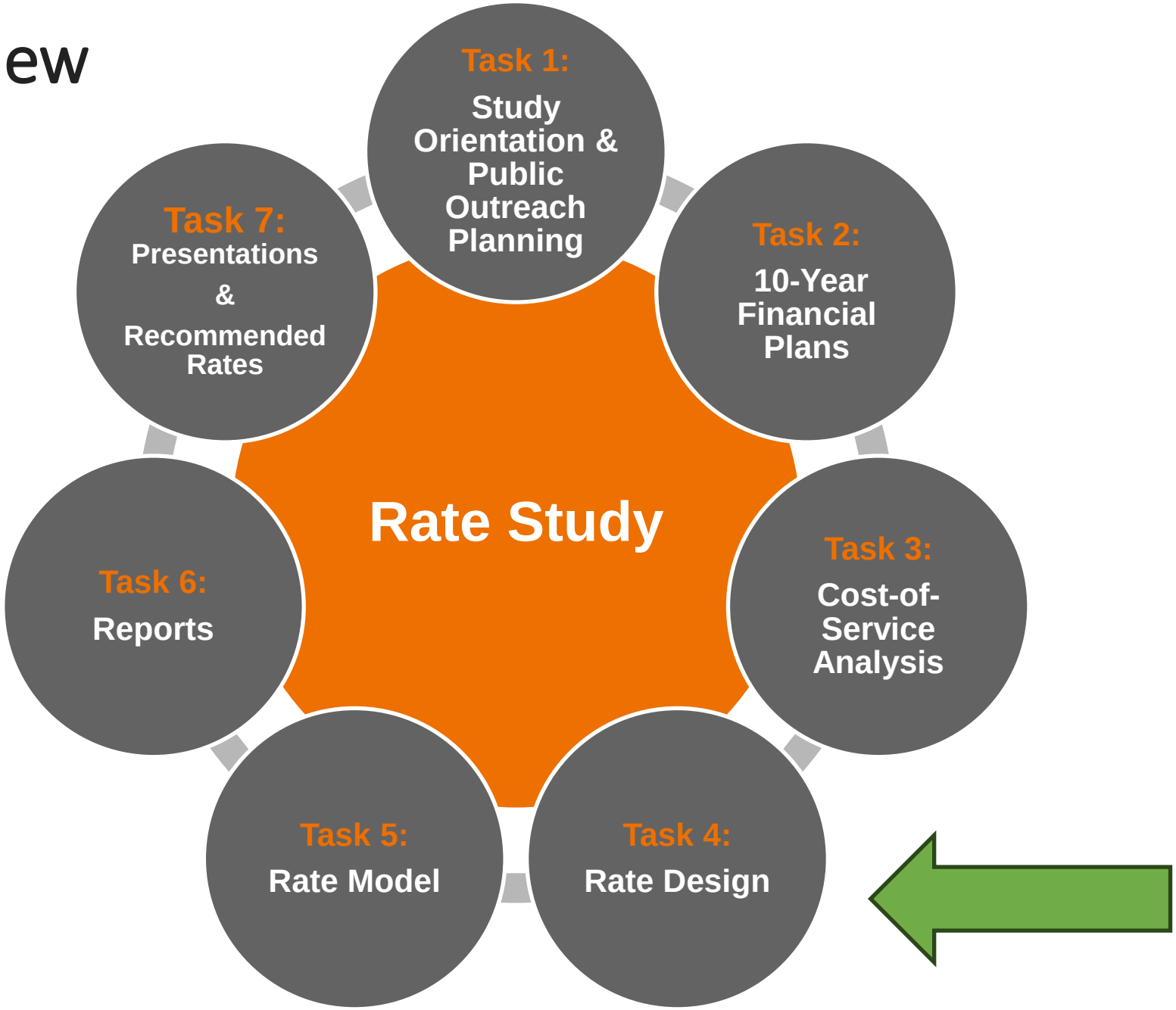
City Council Meeting
February 6, 2024



Agenda

1. Overview of Scope
2. Rate Design Objectives
    1. Elements of rate design
    2. Draft options
3. Discussion & Guidance

Scope Overview



Rate Design: Overview

Task 4

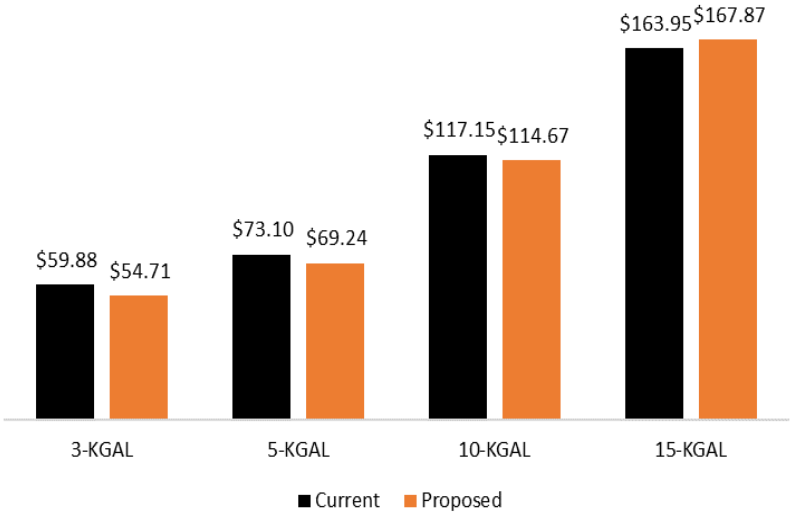
Develop alternatives and recommendations for adjustments to current rate structures.

Approach

Diagnostic Analysis of Current Rates → Determine Rate Structure by Customer Class → Develop Fixed Charges and Usage Rates → Customer Impacts

Outcomes / Benefits

- Assessment of existing structures & challenges
- Comparison of adjustments with goals of study
- Clear path for future enhancements
- Clarity of customer impacts of all options



Financial Plan

Financial plan is designed to ensure ***revenues*** **equal** ***revenue requirements*** over-time in order to provide **structural balance** (a self-supporting utility)

Revenue requirements of the water and sewer system consist of:

- Operating and maintenance expenses
- Existing debt service
- Capital improvement plan (cash funded or borrowing)

Revenues of the system are generated from:

- User rates (metered water use)
- Miscellaneous other income (ex: interest income)

Cost Allocations

Allocations of revenue requirements to **function** and **customer class** based on test year revenue requirements (year for which we are determining rates), system characteristics, and customer usage characteristics.

Functional Allocations of the water and wastewater system costs tell us:

- O&M, debt service, and cash-funded CIP recovered through base and volumetric charges
- Peaking-related costs
- Flow vs. loadings-related costs

Customer Characteristics for each system are generated from:

- Average, max-day, peak hour usage (from metered water use)
- Number of accounts and equivalent meters by water meter size
- Residential sewer flows based on winter quarter average (WQA) water use
- Non-residential sewer flows based on actual water use or contract-based (process water)
- Loadings assumptions for BOD & TSS based on industry data and sampling

Rate Design Focus for Today

Strategy 4: Fresh Approach for Rates and Pricing Strategies

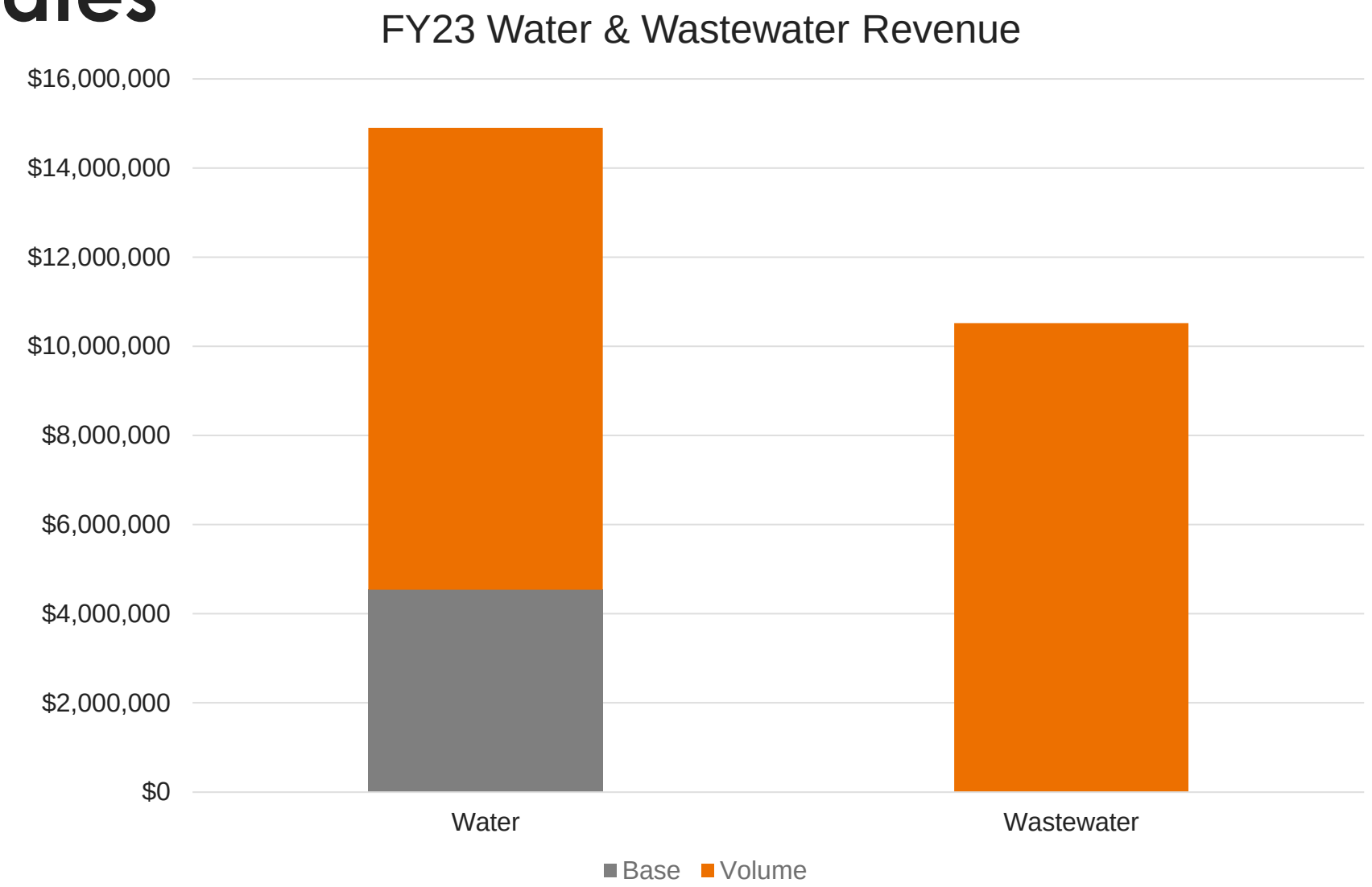
- Goals for Water Rate Structure
  - Investigate tiered commercial rates
  - Seasonal rates
  - Determine level of revenue to collect from meter charges vs volume charges
  - Simplify non-residential rates by class
- Goals for Wastewater Rate Structure
  - Grouping customer classes by wastewater loadings
  - Consider monthly base charge
  - Simplify non-residential rates
- Estimate bill impacts to different customers

Elements of Rates

Charge Type

Base Charge

Volume Charge



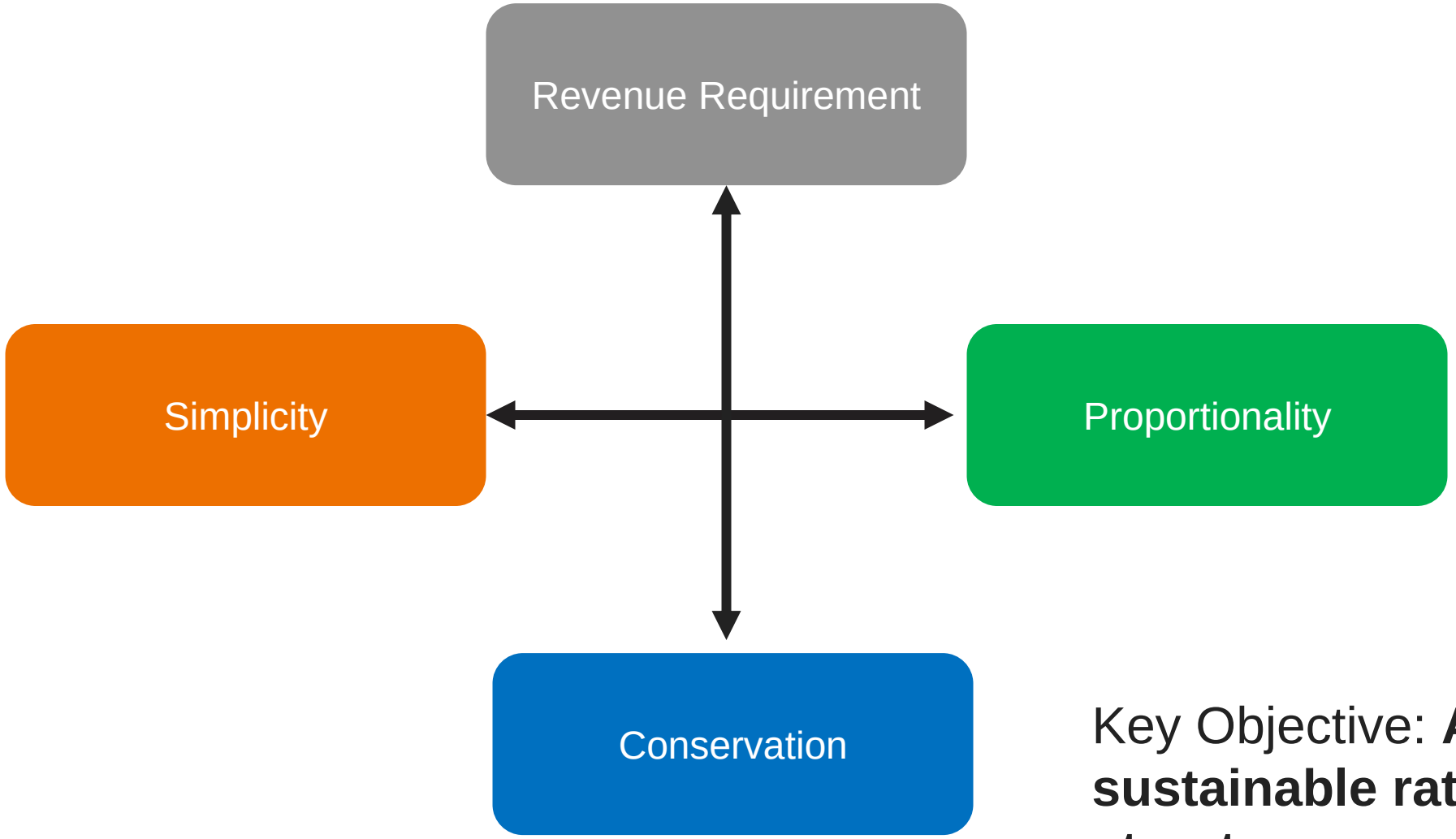
Elements of Rates - Base Charge

Charge Type	How is it Applied	Rationale
Base Charge	Fixed amount per meter	Many of Utilities' costs are fixed (ex: debt) Fixed revenues protect the utility from changes in demand Bond rating agencies measure fixed cost recovery Industry best practice

Elements of Rates - Volume Charge

Charge Type	How is it Applied	Rationale	
Volume Charge	Based on use in Kgals	Convey conservation messaging	Encouraged by regulation
		Allows customers to control their bill	Key measure of system utilization

Balancing Objectives

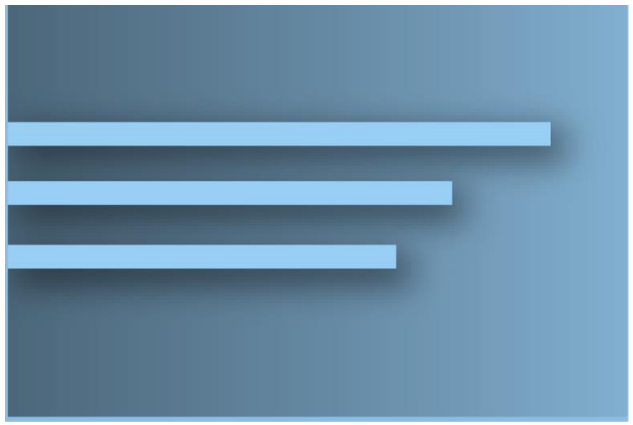


Key Objective: **A sustainable rate structure**

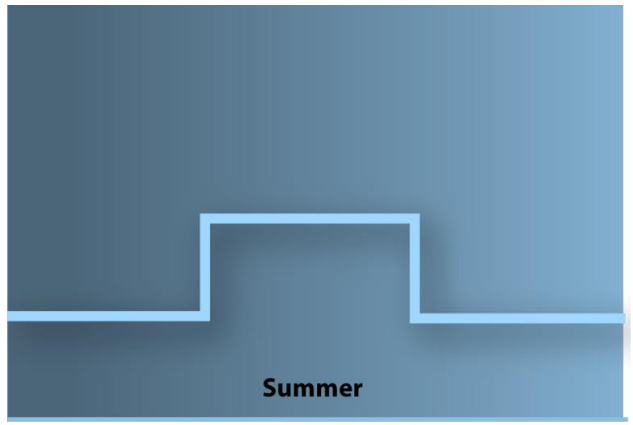
Traditional Water Rate Designs



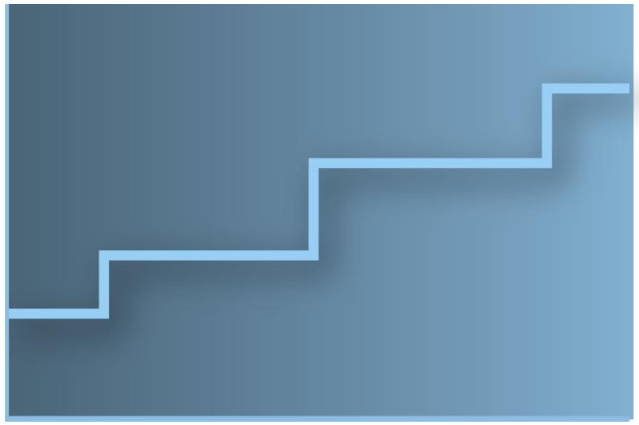
Flat Rate



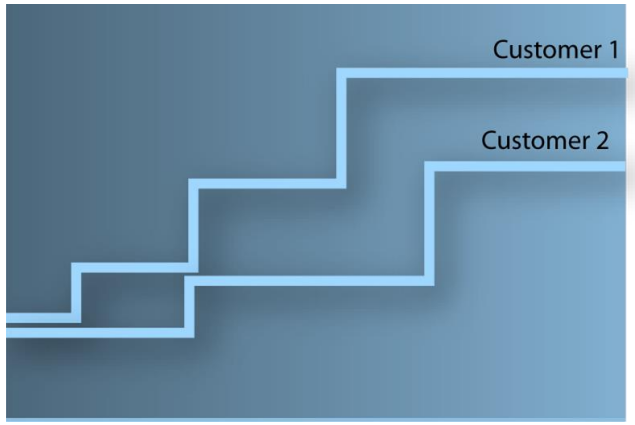
Uniform Rate (by Class)



Seasonal Rate



Inclining Block/Tier



Water Budget-Based Rates

CITY OF FLAGSTAFF WATER & SEWER RATES

Effective January 1, 2023 (**Subject to Change**)

MONTHLY FIXED CHARGE

Meter Size:	Customer Class	Inside City Rate	Outside City Rate
3/4"	All	$16.64	$18.30
1"	All	$19.60	$21.56
1 1/2"	All	$26.98	$29.68
2"	All	$35.84	$39.42
3"	All	$56.52	$62.17
4"	All	$86.05	$94.66
6"	All	$159.88	$175.87
8"	All	$248.47	$273.32
10"	All	$351.83	$387.01

WATER RATES

POTABLE WATER: (per 1,000 gallons)		Customer Class	Water Rate	Outside City Rate	Water Energy	*WRIP FEE
Single Family	Tier 1 (0 - 3,500 gallons)	R1 or R4	$3.44	$3.78	$1.24	$0.53
	Tier 2 (3,501 - 6,200 gallons)		$4.45	$4.90	$1.24	$0.53
	Tier 3 (6,201 - 11,500 gallons)		$6.86	$7.55	$1.24	$0.53
	Tier 4 (11,501+ gallons)		$13.72	$15.09	$1.24	$0.53
Multi-Family Units		R2 or R3	$4.42	$4.86	$1.24	$0.53
Commercial/Schools		C	$4.69	$5.16	$1.24	$0.53
Northern Arizona University		NA	$4.30		$1.24	$0.53
Manufacturing		MN	$4.63	$5.09	$1.24	$0.53
Landscaping/Lawn Meters		LM	$4.69	$5.16	$1.24	$0.53
Hydrant Meter		HM	$7.17	$7.89	$1.24	$0.53
Standpipe**		SP	$10.19			

**Includes sales tax and environmental fee
*Effective 7/1/22
Outside City 10% surcharge

Traditional Wastewater Rate Designs



Flat Rate



Surcharge Rate

> Domestic BOD = surcharge per pound

> Domestic TSS = surcharge per pound



Quality/Quantity Rate

SEWER RATES

SEWER: (per 1,000 gallons)	Customer Class	Inside City Rate	Outside City Rate
Residential			
*Single- and Multi-Family	R1 - R4	$5.35	$5.89
Non-Residential			
Car Washes	CW	$5.38	$5.92
Laundromats	L	$5.53	$6.08
Commercial	C	$5.68	$6.25
Hotels & Motels	H	$7.58	$8.34
Restaurants	RF	$9.09	$10.00
Industrial Laundries	IL	$8.36	$9.20
Manufacturing	MN	$6.09	$6.70
Pet Food Manufacturers	PF	$13.34	$14.67
Soft Drink Bottling	SD	$10.57	$11.63
Ice Cream Cone Manufacturing	IC	$16.48	$18.13
NAU	NA	$4.91	$5.40

*Residential usage based on WQA (usage billed in winter months of December, January, February, March)

Surcharge rates for BOD & TSS over residential amount – 7-02-001-0041

- BOD over 300 mg/L = $0.273/pound
- TSS over 350 mg/L = $0.1343/pound

Higher surcharge rates – 7-02-001-0041 D

- BOD 400mg/L to 500 mg/L = fee is doubled
- BOD above 501 mg/L = fee is tripled
- TSS 450 mg/L to 550 mg/L = fee is doubled
- TSS 551 mg/L = fee is tripled

Pricing Objectives

Category	Pricing Criteria
Revenue	Revenue Sufficiency
	Revenue Stability
Legal	Legal Defensibility
Equity	Interclass Equity
	Intraclass Equity
	Intergenerational Equity
Customer Impact	Affordability
	Conservation/ Demand Management
	Bill Stability
Administration	Administrative Burden

Balancing Competing Objectives

Revenue Stability	vs	Conservation Pricing Signal
Revenue Stability	vs	Low User Impacts (Δ in fixed charge)
Intraclass Equity	vs	Administrative Burden
Affordability	vs	Cost of Service Equity

Options Evaluation Examples

Evaluation Criteria	Option 1	Option 2	Option 3
Revenue stability			
Conservation			
Administrative burden			
Interclass equity *– Res vs. Non-Res*			
Intraclass equity *– Low vs. High users - A*			
Intraclass equity *– Low vs. High users - B*			

Same or improved from current

Small difference from current

Less than current

Much less than current

Worse than current



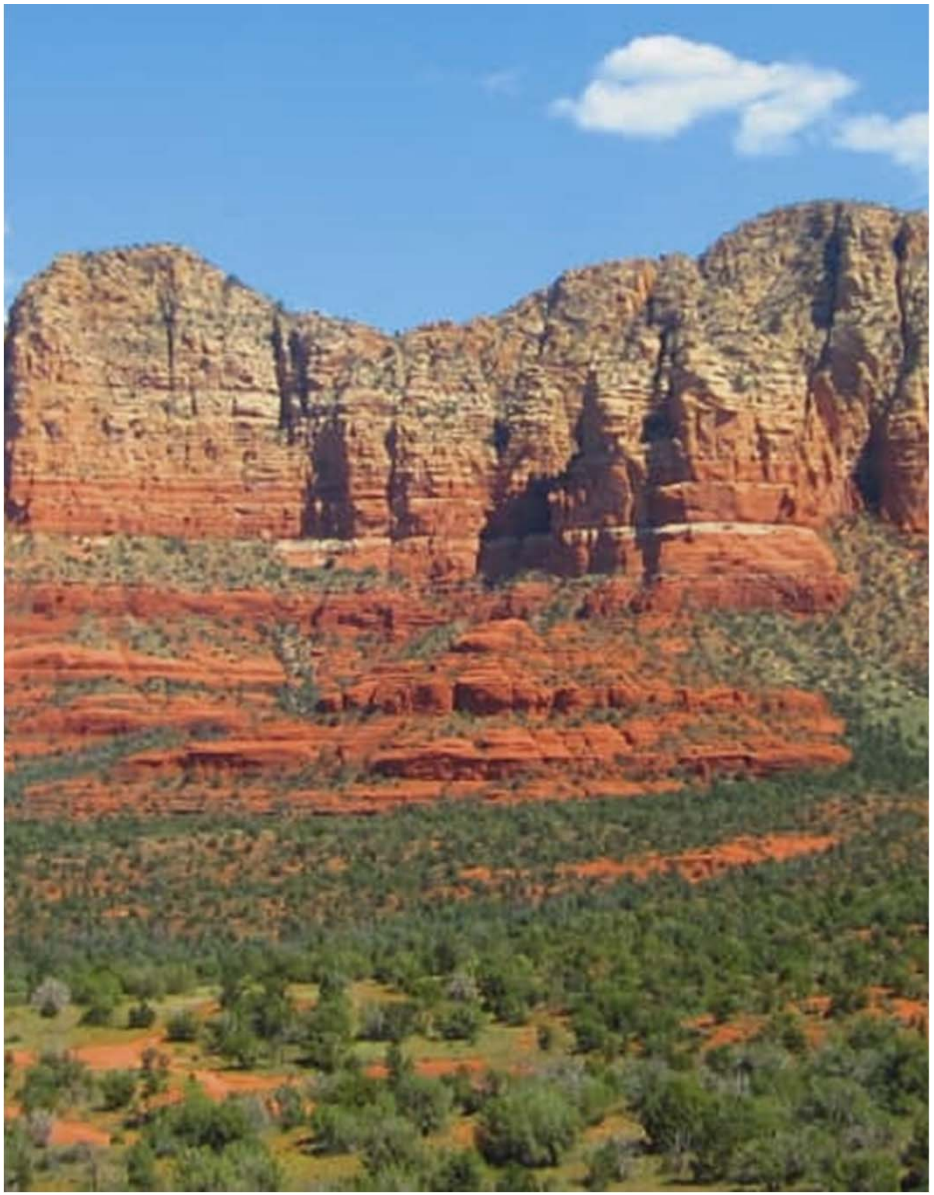
Discussion & Guidance

Next Steps/Action Items

City of Flagstaff, AZ

Water, Reclaimed Water, & Wastewater Cost-of-Service Study – Direction on Capacity Fees

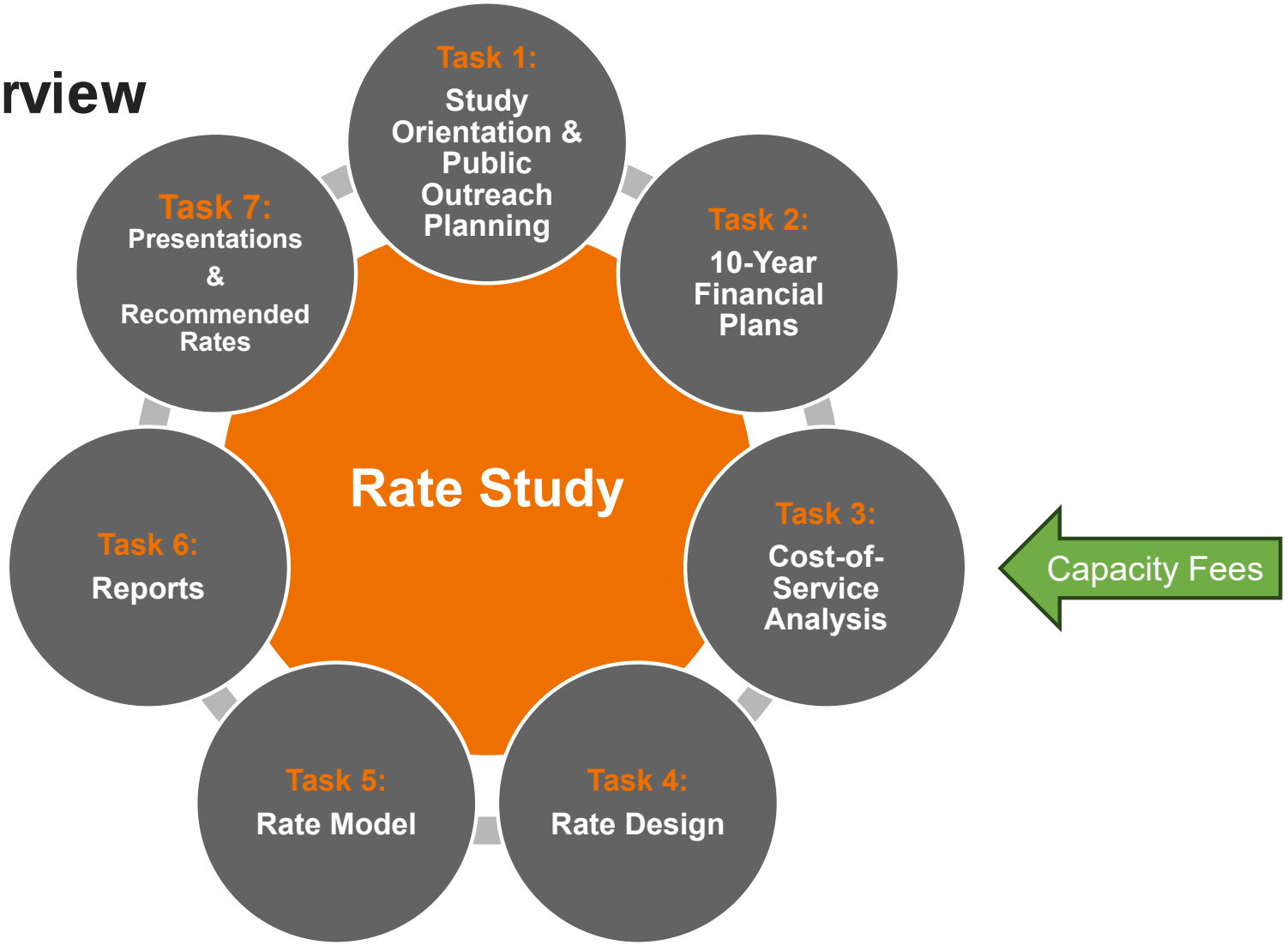
City Council Work Session
February 6, 2024



Agenda

1. Overview of Scope
2. Capacity Fees
    1. Overview from Jan 23 Meeting
    2. Discussion
    3. Direction
3. Introduction to Rate Design

Scope Overview

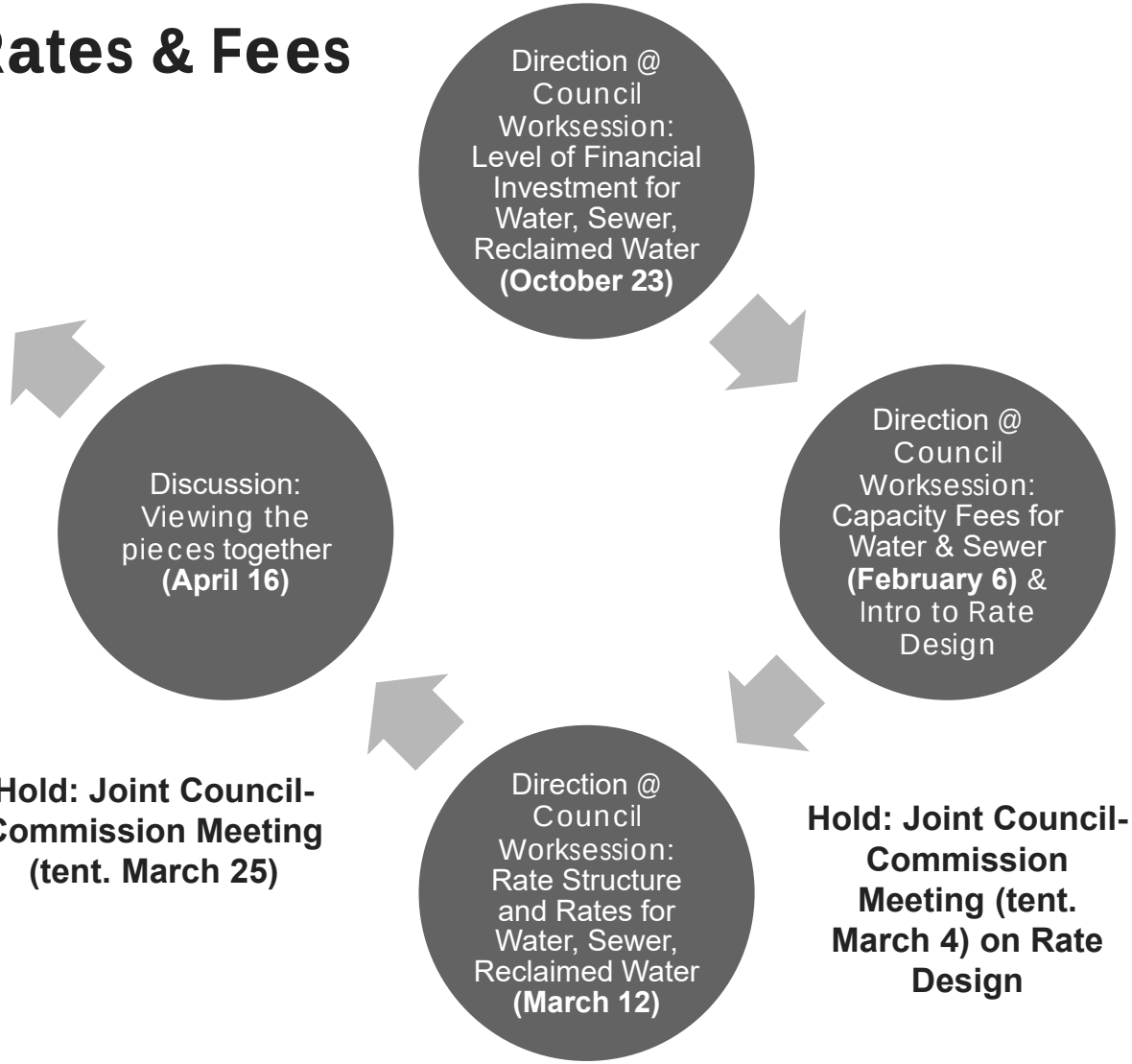


DRAFT

Path to Updated Rates & Fees

Refine Decision Points
- May 7
- May 21

Final Adoption
- Public Hearing #1 June 18
- Public Hearing #2 July 2
- Rates Effective Sept 1



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How we fund our Water Needs

1) **Capacity Fees**
   a) Only apply to new meter or increased meter size installations
   b) Defrays costs associated with future service needs (growth)
   c) Reduces impacts to rate payers (monthly charges)

2) **Monthly User Charges**
   a) Primary source of funding for operations and maintenance
   b) Includes a base fee and usage fees which encourage conservation
   c) Must keep pace with cost of living and inflationary pressures to maintain service to customers
   d) Ensures adequate fire protection

3) **Other Fees**
   a) Permit fees
   b) Meter fees
   c) Late fees
   d) Hauled waste

5

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Developers and Contractors Event Summary

- Growth-Related Capacity Fee discussion drop-in events at Water Services
- Press release & social media post on Jan 21
- Emailed invitation to the below list on Jan 22
- Confirmed with a phone call that the invitation was received for those with an asterisk
  - January 30 4-6 p.m.
  - January 31 11 a.m. to 2 p.m.
  - Engaged with two companies & Daily Sun reporter
  - Good discussion with the two companies – overall seemed not surprised by a potential increase - recognition that the fees are a “pass-through” fee to home buyer – did not share which options they support – taking information back to owners

Email List

All Services Building Construction
AHC Construction
B3 Construction
Barden Home Builders
Builder's Showcase*
Capstone Homes*
Evolution Construction
Harmony Builders Inc
High Caliber Construction
Holdsworth Construction*
Hope Construction*
JKC Inc
Jirsa Construction Inc
Kinney Construction Services
Kohl Design and Construction
Loven Contracting*
Mike Furr Construction
Miramonte Homes*
Outlook Construction & Remodeling
RC Hubbard LLC
Reve Design and Custom Construction
Smith Built LLC
Stilley Tullos Design Build Group
Straightline Construction*
US Building Company
Wespac Construction

(Could not reach Mountain Country Builders, Hunter Building Group, Ridge Top Construction)

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Requested Council Direction

1) **Utilize the Combined Methodology for calculating capacity fees**
   a) Proceed with Stantec and Staff's recommendation to follow the Combined Methodology for calculating the capacity fee for both the water and wastewater systems.
   b) Revisit the Buy-In or Incremental methodologies for water and/or wastewater systems.
2) **Utilize system actuals as a basis for Level-of-Service calculations**
   a) Proceed with Stantec and Staff's recommendation to base the water and wastewater capacity fee level-of-service assumption on actual data
   b) Base capacity fee level-of-service assumption for water and/or wastewater on the water and wastewater design standards in City Code
3) **Collect capacity fees towards the cost of future water supply infrastructure projects** (such as Red Gap Ranch, direct potable reuse, or indirect potable reuse projects, at Council direction)
   a) Proceed with a capacity fee model that collects fees toward water supply infrastructure projects
   b) Do not collect a portion of capacity fees towards a new water supply infrastructure project
4) **Collect capacity fees towards the cost of a new wastewater treatment facility**
   a) Proceed with a capacity fee model that collects fees towards a new wastewater treatment facility
   b) Do not collect a portion of capacity fees towards a new wastewater treatment facility
5) **Include or do not include loadings capacity along with the flow capacity as a basis for calculating the level-of-service for the wastewater system**

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Council Direction - Methodology

1) **Utilize the Combined Methodology for calculating capacity fees**
   a) Proceed with Stantec and Staff's recommendation to follow the Combined Methodology for calculating the capacity fee for both the water and wastewater systems.
   b) Revisit the Buy-In or Incremental methodologies for water and/or wastewater systems.

Water Commission Recommendation:
- Follow Combined approach

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Capacity Fee Methodologies
Combined Method Recommended by Water Commission

Methodology	Water Fund *	Wastewater Fund
Buy- In Method		
*Fixed Assets: RCNLD***	$187.0M	$128.6M
Existing Capacity (Flow in million gallons per day)	16.90 MGD	10.00 MGD
Existing Capacity (Loadings in pounds per day)	N/A	23,410 PPD
Incremental Method***		
Total 10-Year CIP	$209.5M	$115.3M
Expansion-Related CIP	$70.5M	$38.3M
Incremental Capacity (Flow)	1.53 MGD	0.00 MGD
Incremental Capacity (Loadings)	N/A	16,400 PPD
Combined Method		
Total System Value	$257.5M	$166.9M
Total System Capacity (Flow)	18.43 MGD	10.00 MGD
Total System Capacity (Loadings)	N/A	39,810 PPD

* Water Fund capacity fees include growth-related Reclaimed Water distribution capital projects
** Replacement Cost New Less Depreciation
*** Does not include Future Water Supply Projects or Wastewater Treatment Plant Expansion Project

Council Direction – Level of Service

1)

2) **Utilize system actuals as a basis for Level-of-Service calculations**
   a) Proceed with Stantec and Staff's recommendation to base the water and wastewater capacity fee level-of-service assumption on actual data
   b) Base capacity fee level-of-service assumption for water and/or wastewater on the water and wastewater design standards in City Code

Water Commission Recommendation
- Follow Combined approach
- Actual data Level of Service

Level of Service Discussion
Actual Use Recommended by Water Commission

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Level of Service (LOS)*	Water Fund	Wastewater Fund	
		Flow	*Loadings*
Design Standards (City Code)	875 GPD	420 GPD	N/A
Actual Use	335 GPD	257 GPD	0.67 PPD

	Water Fund Calculations		
	People Per Household	**Water Use (Gallons Per Day)**	**Peaking Factor**
Design Standards (City Code)	3.5	100	2.5
Actual Use	2.4	93	1.5

Wastewater Fund Calculations			
People Per Household	**Sewer Discharges** **Flow (gallons per day)**	**Loadings (Pounds Per Day**	**Peaking Factor**
3.5	75	N/A	1.6
2.4	67	0.67	1.6

* Based on peak day demand

Council Direction – Future Water Supply Projects

1)
2)
3) **Collect capacity fees towards the cost of future water supply infrastructure projects** (such as Red Gap Ranch, direct potable reuse, or indirect potable reuse projects, at Council direction)
   a) Proceed with a capacity fee model that collects fees toward water supply infrastructure projects; supported by 4/6 on Water Commission
   b) Do not collect a portion of capacity fees towards a new water supply infrastructure project

Water Commission Recommendation:
- Follow Combined approach
- Actual data Level of Service
- Collect fees toward water supply projects
  - 2 of 6 Commissioners concerned

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Water Capacity Fee Options using the Combined Methodology

Level of Service (LOS) Scenario	¾" Residential Meter		2" Commercial Meter	
LOS – Actual Data	***Existing Fee***	**Calculated Fee**	***Existing Fee***	**Calculated Fee**
1A: No Future Water Supply & New Ground Water Capacity	*$5,728*	$6,507	*$30,530*	$34,682
1B: Future Water Supply & New Ground Water Capacity	*$5,728*	$8,146	*$30,530*	$43,418
LOS – Design Standards	***Existing Fee***	**Calculated Fee**	***Existing Fee***	**Calculated Fee**
2A: No Future Water Supply & New Ground Water Capacity	*$5,728*	$17,341	*$30,530*	$92,427
2B: Future Water Supply & New Ground Water Capacity	*$5,728*	$21,603	*$30,530*	$115,143

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Water Capacity Fee Options using the Combined Methodology

Level of Service (LOS) Scenario	¾" Residential Meter		2" Commercial Meter	
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2B: Future Water Supply & New Ground Water Capacity	*$5,728*	$21,603	*$30,530*	$115,143

Level of Service Estimated Impacts on Revenue Requirements

Will be Updated with Option 1B for Feb 6 Meeting

	Capacity Fee	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	FY 32	FY33
Current Rate Revenue Plan	$5,728	0%	15%	15%	15%	15%	15%	5%	5%	5%	5%
Option 2A – Design Standards w/o Future Water Supply Project	$17,341	0%	15%	15%	15%	13%	10%	5%	5%	0%	0%

Council Direction – New Wastewater Treatment Facility

1)
2)
3)
4) **Collect capacity fees towards the cost of a new wastewater treatment facility**
   a) Proceed with a capacity fee model that collects fees towards a new wastewater treatment facility
   b) Do not collect a portion of capacity fees towards a new wastewater treatment facility
5) **Include or do not include loadings capacity along with the flow capacity as a basis for calculating the level-of-service for the wastewater system**

Water Commission Recommendation:
- Follow Combined approach
- Actual data Level of Service with flow and loadings
- Collect fees toward new wastewater treatment facility
  - 1 of 6 Commissioners concerned

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Wastewater Capacity Fee Options using the Combined Methodology

Level of Service (LOS) Scenario	¾" Residential Meter		2" Commercial Meter	
LOS – Actual, Flow Only	***Existing Fee***	**Calculated Fee**	***Existing Fee***	**Calculated Fee**
1A: No WWTP Expansion	*$3,723*	$4,203	*$19,845*	$22,404
1B: WWTP Expansion	*$3,723*	$4,249	*$19,845*	$22,649
LOS – Actual, Flow + Loadings	***Existing Fee***	**Calculated Fee**	***Existing Fee***	**Calculated Fee**
1C: No WWTP Expansion	*$3,723*	$3,824	*$19,845*	$20,383
1D: WWTP Expansion		$4,086	*$19,845*	$21,780
LOS – Design Standards, Flow Only	***Existing Fee***	**Calculated Fee**	***Existing Fee***	**Calculated Fee**
2A: No WWTP Expansion	*$3,723*	$6,861	*$19,845*	$36,572
2B: WWTP Expansion	*$3,723*	$6,937	*$19,845*	$36,977
LOS – Design Standards, Flow + Loadings	***Existing Fee***	**Calculated Fee**	***Existing Fee***	**Calculated Fee**
2C: No WWTP Expansion	*$3,723*	$5,785	*$19,845*	$30,836
2D: WWTP Expansion	*$3,723*	$5,866	*$19,845*	$31,268

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Wastewater Capacity Fee Options using the Combined Methodology

Level of Service (LOS) Scenario	¾" Residential Meter		2" Commercial Meter	
LOS – Actual, Flow Only	***Existing Fee***	**Calculated Fee**	***Existing Fee***	**Calculated Fee**
1A: No WWTP Expansion	*$3,723*	$4,203	*$19,845*	$22,404
1B: WWTP Expansion	*$3,723*	$4,249	*$19,845*	$22,649
LOS – Actual, Flow + Loadings	***Existing Fee***	**Calculated Fee**	***Existing Fee***	**Calculated Fee**
1C: No WWTP Expansion	*$3,723*	$3,824	*$19,845*	$20,383
1D: WWTP Expansion		$4,086	*$19,845*	$21,780
LOS – Design Standards, Flow Only	***Existing Fee***	**Calculated Fee**	***Existing Fee***	**Calculated Fee**
2A: No WWTP Expansion	*$3,723*	$6,861	*$19,845*	$36,572
2B: WWTP Expansion	*$3,723*	$6,937	*$19,845*	$36,977
LOS – Design Standards, Flow + Loadings	***Existing Fee***	**Calculated Fee**	***Existing Fee***	**Calculated Fee**
2C: No WWTP Expansion	*$3,723*	$5,785	*$19,845*	$30,836
2D: WWTP Expansion	*$3,723*	$5,866	*$19,845*	$31,268

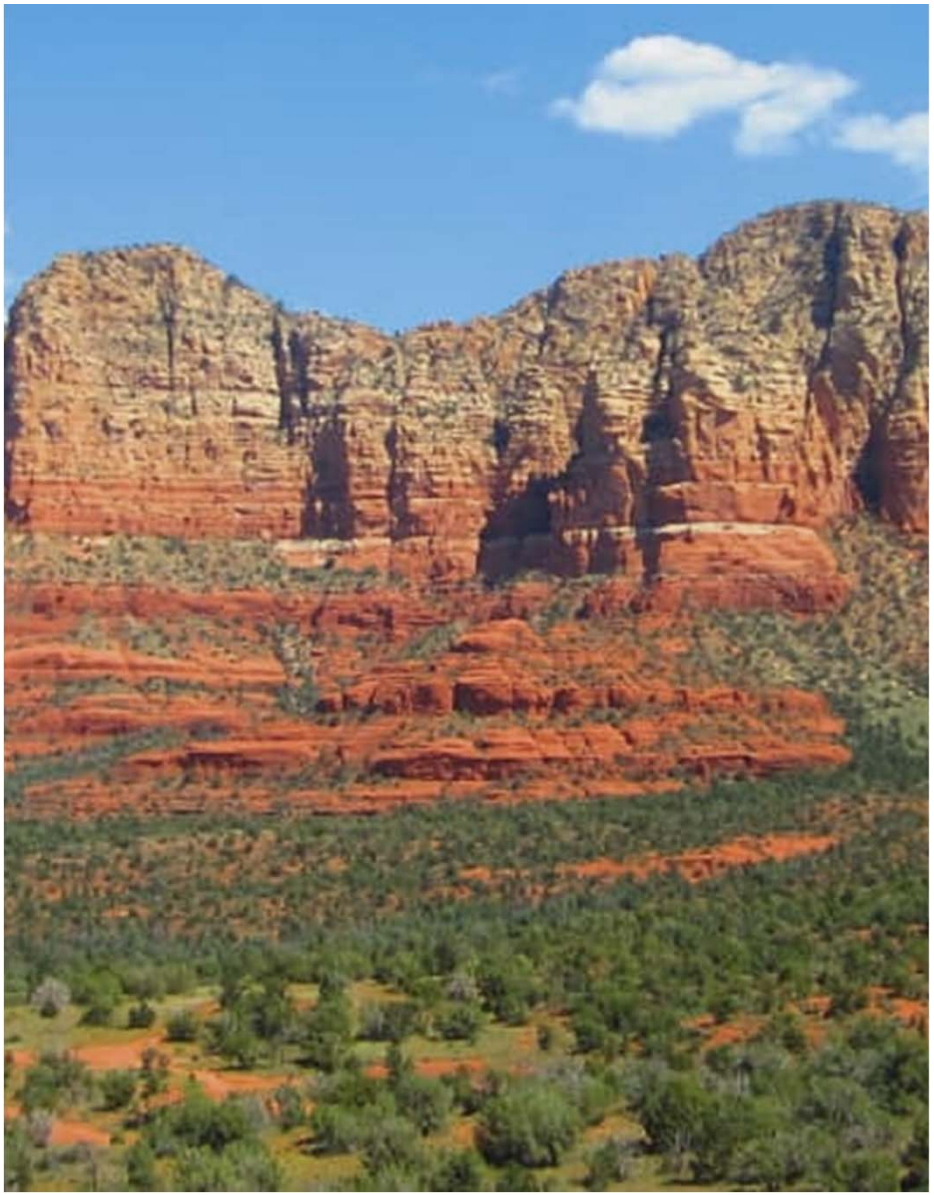
Level of Service Estimated Impacts on Revenue Requirements

Will be Updated with Option 1B for Feb 6 Meeting

	Capacity Fee	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	FY 32	FY33
Current Rate Revenue Plan	$3,728	0%	25%	25%	15%	10%	5%	5%	5%	5%	5%
Option 2A – Design Standards w/o New Wastewater Treatment Facility	$6,861	0%	25%	25%	12%	7%	5%	0%	0%	0%	0%



Discussion & Direction



Agenda

1. Overview of Scope
2. Capacity Fees
    1. Overview from Jan 23 Meeting
    2. Discussion
    3. Direction
3. Introduction to Rate Design



Thank you!

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Water Capacity Fees

Combined Methodology & Design Standards without Future Water Supply Projects

Meter Size	Existing Number of Accounts	FY 2023 Average Usage per Month (gal)*	ERU Factor	Existing Fee	Option 2A
¾”	19,188	4,147	1.0	$5,728	$17,341
1”	1,068	10,000	1.67	$9,566	$28,960
1 ½”	378	34,505	3.33	$19,074	$57,745
2”	676	84,485	5.33	$30,530	$92,427
3”	34	212,656	10.00	$57,279	$173,407
4”	24	387,872	16.67	$95,484	$289,069
6”	5	255,082	33.33	$190,910	$577,963
8”	4	2,170,630	53.33	$305,468	$924,777
10”	0	0	76.67	$439,157	$1,329,508

*Based on FY 2023 billing data

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Wastewater Capacity Fee Options

Combined Methodology without New Wastewater Treatment Facility

Meter Size*	Existing Fee	ERU Factor	Option 2A
¾”	$3,723	1.0	$6,861
1”	$6,218	1.67	$11,459
1 ½”	$12,399	3.33	$22,850
2”	$19,845	5.33	$36,572
3”	$37,233	10.00	$68,616
4”	$72,068	16.67	$132,812
6”	$124,099	33.33	$228,698
8”	$198,566	53.33	$365,931
10”	$285,468	76.67	$526,080

*For larger meter sizes, Stantec recommends customized fee calculations