

CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
JANUARY 7, 2025

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

All City Council Meetings are live streamed on the city's YouTube page
(<https://www.youtube.com/@FlagstaffCityGovernment>)

*****PUBLIC COMMENT*****

Verbal public comments not related to items appearing on the posted agenda may be provided during the "Open Call to the Public" at the beginning and end of the meeting and may only be provided in person.

Verbal public comments related to items appearing on the posted agenda may be given in person or online and will be taken at the time the item is discussed.

To provide online verbal comment on an item that appears on the posted agenda, use the link below.

[ONLINE VERBAL PUBLIC COMMENT](#)

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

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 SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER GARCIA

COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER SPENCE

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. OPEN CALL TO THE PUBLIC

Open Call to the Public 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. Open Call to the Public appears on the agenda twice, at the beginning and at the end. The total time allotted for the first Open Call to the Public is 30 minutes: any additional comments will be held until the second Open Call to

the Public.

If you wish to address the Council in person 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 Open Call to the Public and Public Comment. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

5. **PROCLAMATIONS AND RECOGNITIONS**

- A. **Proclamation:** Human Trafficking Awareness Month

6. **COUNCIL LIAISON REPORTS**

7. **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 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:** Jose Manuel Gutierrez Hernandez "El Tapatio 9", 2004 E Historic Route 66, 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.

- B. **Consideration and Action on Liquor License Application:** Kelsey Justin Drayton, "Proper Meats and Provisions", 110 E Route 66, 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.

8. **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:

Approve the Consent Agenda as posted.

- A. **Consideration and Approval of Contract:** Design Phase Services Agreement with PCL Construction, Inc. for the Lake Mary Sedimentation Basins Rehabilitation Project

STAFF RECOMMENDED ACTION:

1. Approval of a Design Phase Services Agreement with PCL Construction, Inc. for the Lake Mary Sedimentation Basins Rehabilitation Project in the amount of \$199,235.00; and
2. Authorize the City Manager to execute all necessary documents.

- B. **Consideration and Approval of Contract:** Five (5) water and wastewater treatment chemical contracts in an amount not to exceed \$1,500,000.00

STAFF RECOMMENDED ACTION:

1. Approve and award five (5) water and wastewater treatment chemical contracts in an amount not to exceed \$1,500,000.00, annually that may be distributed between the following five vendors:
 1. DPC Enterprises, L.P. of Glendale
 2. Thatcher Company of Arizona
 3. Univar USA Inc. of Phoenix
 4. Hills Brothers Chemical Company of Phoenix
 5. Environmental Operating Solutions, Inc.
2. Authorize the City Manager to execute the necessary documents.

- C. **Consideration and Approval of Contract Amendment:** Approve the Second Amendment to the Professional Services Contract with Emergency Management Partners, LLC to develop a Citywide Continuity of Operations Plan and a Continuity of Government Plan.

STAFF RECOMMENDED ACTION:

1. Approve the Second Amendment to the Professional Services Contract with Emergency Management Partners, LLC (EM Partners) in the amount of \$92,119.00 to develop a Citywide Continuity of Operations Plan (COOP) and a Continuity of Government Plan (COG); and
2. Authorize the City Manager to execute all necessary documents.

- D. **Consideration and Approval of Contract Amendment:** Approval of a contract amendment for the City Attorney effective September 24, 2024.

STAFF RECOMMENDED ACTION:

Approve City Attorney Contract amendment adding an additional \$7,500 to Sterling Solomon's deferred compensation amount annually.

9. **REGULAR AGENDA**

- A. **Consideration and Adoption of Resolution No. 2025-01:** A resolution of the Flagstaff City Council, listing 101 North Leroux Street, 103 North Leroux Street, 8 West Aspen Avenue, and 12 West Aspen Avenue on the Flagstaff Register of Historic Places

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-53 by title only
2. City Clerk reads Resolution No. 2024-53 by title only (if approved above)
3. Adopt Resolution No. 2024-53

10. **DISCUSSION ITEMS**

A. **Discussion on 2025 State and Federal Legislative Priorities**

STAFF RECOMMENDED ACTION:

Provide staff with feedback and input on the 2025 draft state and federal legislative priorities.

B. **Courtesy Snow Berm Relocation and Snow Hero Information and Discussion**

STAFF RECOMMENDED ACTION:

Discussion and presentation on two programs offered to eligible community members following snow events

C. **City of Flagstaff Quiet Zone Discussion**

STAFF RECOMMENDED ACTION:

Informational presentation on Flagstaff Quiet Zone status.

D. **City Council Liaison Assignments**

STAFF RECOMMENDED ACTION:

Assign Councilmember Representatives to the following:

- Alliance for the Second Century (Mayor and 1 alternate)
- Audit Committee (1 liaison)
- Colorado Plateau Water Advisory Council (1 liaison & 1 alternate)
- Criminal Justice Coordinating Council (1 liaison & 1 alternate)
- Economic Collaborative of Northern Arizona Executive Board (1 liaison & 1 alternate)
- Flagstaff Metropolitan Planning Organization (3 liaisons & 1 alternate)
- Mountain Line (2 liaisons & 1 alternate)
- Northern Arizona Council of Governments (1 liaison & 1 alternate)
- Northern Arizona Municipal Water Users' Association (1 liaison & 1 alternate)
- Sister Cities International (1 liaison & 1 alternate)
- League Policy Committees (1 liaison & 1 alternate)
 - Budget, Finance, and Economic Development
 - General Administration, Human Resources, and Elections
 - Transportation, Infrastructure, and Public Works
 - Public Safety, Military Affairs, and the Courts
 - Neighborhoods, Sustainability, and Quality of Life
- City Commissions

11. **OPEN CALL TO THE PUBLIC**

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

13. **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.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Georganna Staskey, Deputy City Clerk
Date: 01/02/2025
Meeting Date: 01/07/2025



TITLE:

Consideration and Action on Liquor License Application: Jose Manuel Gutierrez Hernandez "El Tapatio 9", 2004 E Historic Route 66, 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 of 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. El Tapatio 9 is an existing business in Flagstaff. If approved, it will be one of 90 series 12 licenses in Flagstaff.

To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

The application was properly posted on December 3, 2024 and the Police and Community Development divisions have reviewed the application and provided their respective reports. No written protests have been received to date.

Financial Impact:

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

Policy Impact:

Not applicable

Previous Council Decision or Community Discussion:

Not applicable

Options and Alternatives to 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.

Connection to PBB Priorities and Objectives:

Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

Connection to Regional Plan:

Not applicable

Connection to Carbon Neutrality Plan:

Not applicable

Connection to 10-Year Housing Plan:

Not applicable

Attachments: [Letter to Applicant](#)
 [Hearing Procedures](#)
 [PD Memo](#)
 [PD Supplemental Report](#)
 [Code Memo](#)
 [Series 12 Description](#)
 [Map](#)



CITY OF FLAGSTAFF

Office of the City Clerk

12/26/2024

Jose Manuel Gutierrez Hernandez
2004 E Historic Rte 66
Flagstaff, AZ 86004
Manuelgh77@hotmail.com

Dear Mr. Gutierrez Hernandez,

Your application for a Series 012 (Restaurant) Liquor License for El Tapatio 9 located at 2004 E Historic Route 66, Flagstaff, AZ was posted on December 3, 2024. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **January 7, 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. Please note, should you wish to address Council about your application you are allotted 10 minutes to do so after the staff presentation. *You are not required to speak but we want to make you aware of the opportunity.* Please inform our office if you plan on doing so as we will incorporate any materials or attachments for City Council to review.

The twenty-day posting period for your liquor license application is set to expire on December 23, 2024, and the application may be removed from the premises at that time.

If you have any questions, please email me at georganna.staskey@flagstaffaz.gov.

Sincerely,

Georganna Staskey
City Clerk's Office

Enclosures



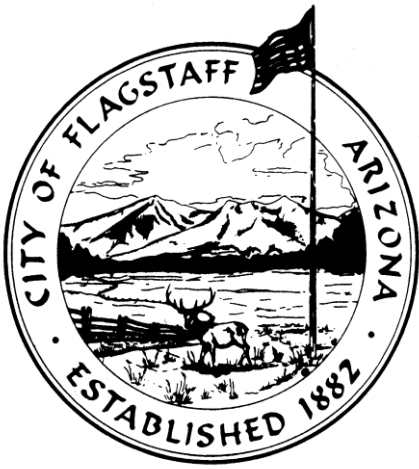
City of Flagstaff

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).



FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928)213-3372

TDD 1-800-842-4681



Police Chief
Sean P. Connolly

MEMORANDUM

Memo #24-112

TO: Chief Connolly

FROM: Lieutenant Turley #802

DATE: December 24th, 2024

RE: New Application – Series 12 (Restaurant) Liquor License Application– El Tapatio 9

On December 24th, 2024, I initiated an investigation into a new application for a Series 12 (Restaurant) liquor license filed by Jose Manuel Gutierrez Hernandez (Agent, Owner and Controlling Person), Letisia Gutierrez (Agent and Controlling Person) and Ashley Espinoza-Tarlo (Agent and Controlling Person). This is for a new application, and the application number is 317383. It is for El Tapatio 9, located at 2004 East Route 66, Flagstaff, AZ.

I conducted a query through local systems and public access on Jose, Letisia and Ashely. I discovered no derogatory records. However, Jose is listed in a case currently under review. 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.

A representative for the business was invited to be present for the council meeting on January 7th, 2025.

El Tapatio 9

Agent/Controlling Person **Jose Manuel Gutierrez-Hernandez**

OnCall Records:

- No arrests
- 15 incidents majority he is listed as victim/reporting party
- One case listed as suspect in forgery case possible civil matter with other business owner (currently at CCAO for review)

Public Access:

- No criminal record in Arizona
- One civil traffic citation

Case Number: J-0301-CT-2022006617

Title: STATE OF ARIZONA vs JOSE MANUEL GUTIERREZ-HERNANDEZ Category: Unknown

Court: [Flagstaff Justice](#) Filing Date: 9/19/2022

Judge: Disposition Date: 9/29/2022

JOSE MANUEL GUTIERREZ-HERNANDEZ DEFENDANT - D1 Date of Birth: 09/1977

Citation	Count	Description	Disp. Date	Disposition
AZ0914296722259003	1	LESS THAN 65 IN 55 / WASTE OF FINITE RESOURCES	9/29/2022	PLEA OF GUILTY OR RESPONSIBLE, SENTENCE IMPOSED

STATE OF ARIZONA PLAINTIFF - P1

Liquor License History:

Location Address:

Ordered by most recent first.

0 records found as of December 24, 2024

Business Name: El Tapatio 9

1 record found as of December 24, 2024

License Number:	INP030030805	Status:	Active
Business Name:	EL TAPATIO 9		
Location Address	2004 E HISTORIC RTE 66		
	FLAGSTAFF	Arizona	86004
County	Coconino	Bus. Phone	9287743530
Licensee/Agent/Tel:	Gutierrez Hernandez, Jose 9287743530		
Owner/Exp Date/Issue Date	El Tapatio 9 Llc	03/04/2025	11/19/2024
Status Date/ IP Exp Date	11/19/2024 - 03/04/2025	Lic. Type:	INP

Violations by License Number: INP030030805

0 violations found as of December 24, 2024

Date	Description	View
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Violations by License Number: 12033426

0 violations prior to Friday, February 23, 2018 8:00 a.m.

Date	Description	View
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Controlling Person **Letisia Gutierrez**

OnCall Records:

- No arrests
- No involvements

Public Access:

- Two civil citations

<u>Case Number</u>	<u>Name</u>	<u>Party Type</u>	<u>Birth Date</u>	<u>Address</u>	<u>Court</u>
M-0341-CT-2020002901	LETISIA GUTIERREZ	DEFENDANT	06/1984	FLAGSTAFF, AZ 86004	Flagstaff Municipal
J-0104-CT-2022000069	LETISIA GUTIERREZ	DEFENDANT	06/1984	FLAGSTAFF, AZ 86004	Northstar Justice court

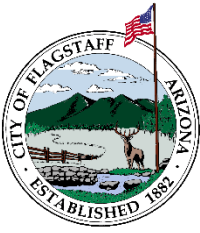
Controlling Person **Ashley Espinoza-Tarlo**

OnCall Records:

- No records (out of state Colorado)

Public Access:

- No record



Planning and Development Services Memorandum

To: Stacy Saltzburg, City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Michelle McNulty, Planning Director
Date: December 10, 2024
Re: Application for Liquor License #317383
2004 E Historic Route 66, Flagstaff, Arizona 86004
Assessor's Parcel Number 107-06-001B
Jose Manuel Gutierrez on behalf of El Tapatio 9 Restaurant

This application is a request for a new Series 12 Restaurant liquor license by Jose Manuel Gutierrez Hernandez on behalf of El Tapatio 9 Restaurant. This business is located within the Highway Commercial district. This district does allow for this use.

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

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.

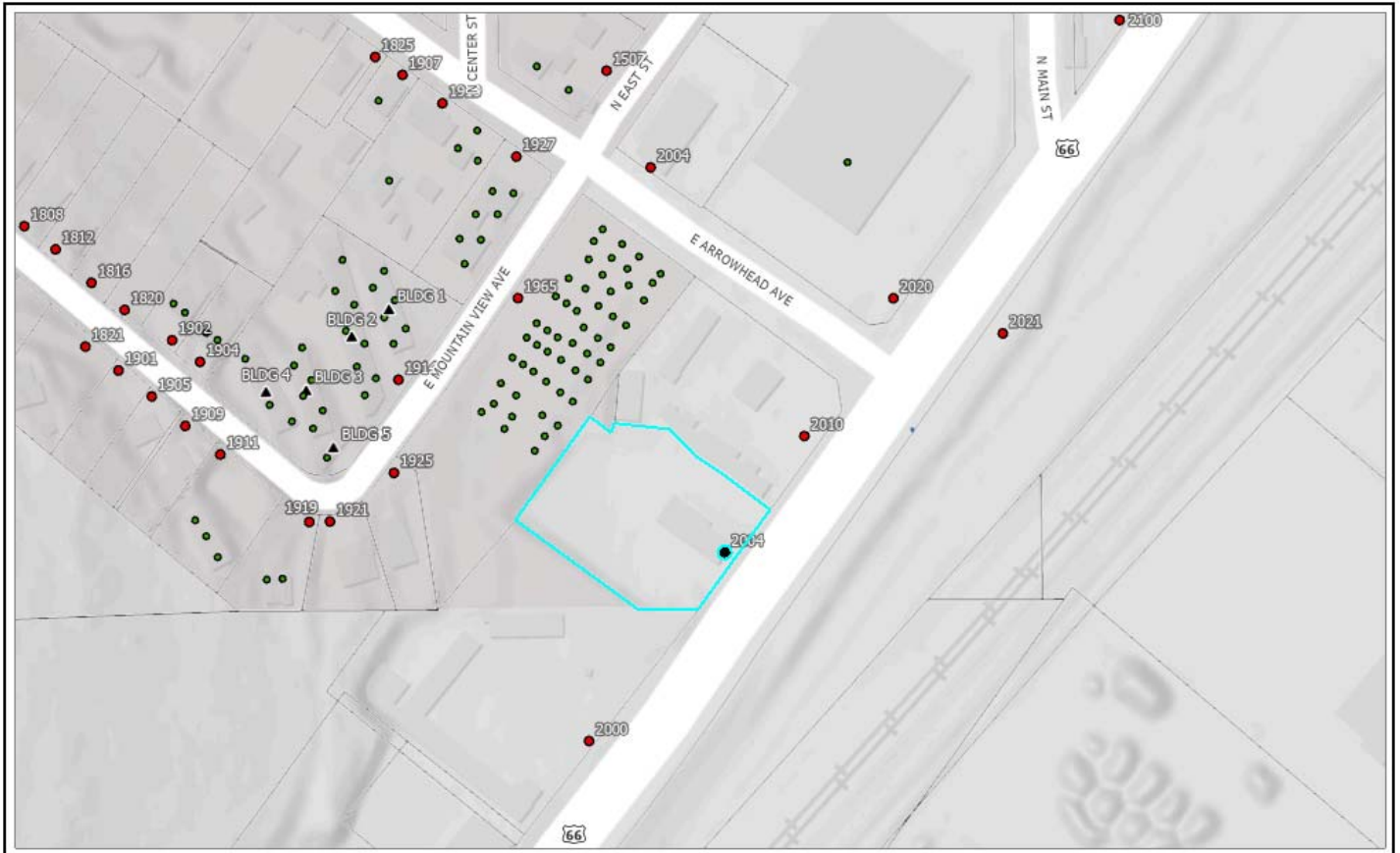
On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

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.

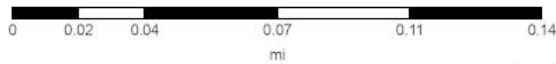
A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

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.



2004 E Route 66



City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.



12/27/2024 5:44 PM

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Georganna Staskey, Deputy City Clerk
Date: 01/02/2025
Meeting Date: 01/07/2025



TITLE:

Consideration and Action on Liquor License Application: Kelsey Justin Drayton, "Proper Meats and Provisions", 110 E Route 66, 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 of 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. Proper Meats and Provisions is an existing business in Flagstaff. If approved, it will be one of 91 series 12 licenses in Flagstaff.

To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

The application was properly posted on December 17, 2024 and the Police and Community Development divisions have reviewed the application and provided their respective reports. No written protests have been received to date.

Financial Impact:

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

Policy Impact:

Not applicable

Previous Council Decision or Community Discussion:

Not applicable

Options and Alternatives to 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.

Connection to PBB Priorities and Objectives:

Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

Connection to Regional Plan:

Not applicable

Connection to Carbon Neutrality Plan:

Not applicable

Connection to 10-Year Housing Plan:

Not applicable

Attachments: [Letter to Applicant](#)
 [Hearing Procedures](#)
 [PD Memo](#)
 [PD Supplemental Report](#)
 [Code Memo](#)
 [Series 12 Description](#)
 [Map](#)



CITY OF FLAGSTAFF

Office of the City Clerk

1/1/2025

Kelsey Justin Drayton
110 E Route 66
Flagstaff, AZ 86001
Kelsey.drayton@gmail.com

Dear Mr. Drayton,

Your application for a Series 012 (Restaurant) Liquor License for Proper Meats and Provisions located at 110 E Route 66, Flagstaff, AZ was posted on December 17, 2024. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **January 7, 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. Please note, should you wish to address Council about your application you are allotted 10 minutes to do so after the staff presentation. *You are not required to speak but we want to make you aware of the opportunity.* Please inform our office if you plan on doing so as we will incorporate any materials or attachments for City Council to review.

The twenty-day posting period for your liquor license application is set to expire on January 6, 2025, and the application may be removed from the premises at that time.

If you have any questions, please email me at georganna.staskey@flagstaffaz.gov.

Sincerely,

Georganna Staskey
City Clerk's Office

Enclosures



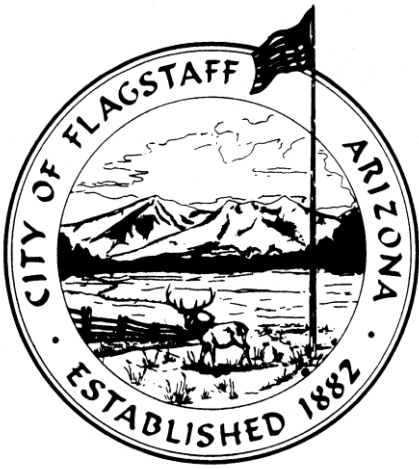
City of Flagstaff

Liquor License Application Hearing Procedures

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



FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928)213-3372

TDD 1-800-842-4681



Police Chief
Sean P. Connolly

MEMORANDUM

Memo #24-113

TO: Chief Connolly

FROM: Sgt. N. Almendarez #703

DATE: December 30th, 2024

RE: New Application – Series 12 (Restaurant) Liquor License Application–
Proper Meats and Provisions

On December 30th, 2024, I initiated an investigation into a new application for a Series 12 (Restaurant) liquor license filed by Kelsey Justin Drayton (Agent and Controlling Person), and Jaime Michelle Drayton (Controlling Person). This is for a new application, and the application number is 316358. It is for Proper Meats and Provisions, located at 110 East Route 66, Flagstaff, AZ.

I conducted a query through local systems and public access on Kelsey, and Jaime. 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 applicants have taken the mandatory liquor license training. This business is not located within 300 feet of a school.

A representative for the business was invited to be present for the council meeting on January 7th, 2025.

Proper Meats and Provisions

Agent/Controlling Person: **Kelsey Justin Drayton**

OnCall:

- No arrests
- 14 records (victim, reporting party, involved other)

Public Access:

- Parking ticket in 2019

Case Information

Case Number: M-0341-PK-2019000691
Title: CITY PROSECUTOR vs KELSEY JU Category: PARKING
Court: [Flagstaff Municipal](#) Filing Date: 5/21/2019
Judge: Disposition Date: 6/6/2019

KELSEY JUSTIN DRAYTON DEFENDANT - D1 Date of Birth: 01/1980

Citation	Count	Description	Disp. Date	Disposition
00312006390	1	RE-PARKING PROHIBITED	6/6/2019	JUDGMENT OF GUILTY OR RESPONSIBLE, SENTENCE IMPOSED

Controlling Person: **Jaime Michelle Drayton**

OnCall:

- No arrests
- Two incidents (victim, reporting party)

Public Access:

- Parking ticket 2019

Case Information

Case Number: M-0341-PK-2019000691
Title: CITY PROSECUTOR vs KELSEY JU Category: PARKING
Court: [Flagstaff Municipal](#) Filing Date: 5/21/2019
Judge: Disposition Date: 6/6/2019

KELSEY JUSTIN DRAYTON DEFENDANT - D1 Date of Birth: 01/1980

Citation	Count	Description	Disp. Date	Disposition
00312006390	1	RE-PARKING PROHIBITED	6/6/2019	JUDGMENT OF GUILTY OR RESPONSIBLE, SENTENCE IMPOSED

Liquor License History:

- No current or historical liquor violations

License Number:	07030056	Status:	Inactive
Business Name:	PROPER MEATS & PROVISIONS		
Location Address	110 E Route 66 Flagstaff Az 86001		
County	Coconino	Bus. Phone	9287749001
Licensee/Agent/Tel:	Moir, Paul	9287749001	
Owner/Exp Date/Issue Date	Slo Restaurant Concepts Llc	05/31/2025	04/26/1985
Status Date/ IP Exp Date	12/09/2024	Lic. Type:	007

Violations by License Number: 07030056

Ownership of a Series 6, 7 or 9 license can change over time.
The owner/s listed below may **not** be the current owner.

[View Current Owner of 07030056](#)

0 violations found as of December 30, 2024

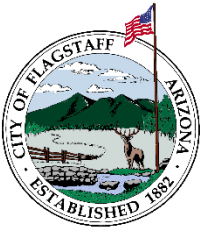
Date	Description	View
------	-------------	------

License Number: 012030008281

License Number:	012030008281	Status:	Active
Business Name:	BRANDY'S RESTAURANT & BAKERY		
Location Address	1500 E CEDAR Avenue #40		
	FLAGSTAFF	Arizona	86004
County	Coconino	Bus. Phone	928-774-2187
Licensee/Agent/Tel:	Drayton , Kelsey	928-774-2187	
Owner:	Drayton Inc	Exp Date:	05/31/2025
Issue Date:	10/08/2019	Status Date:	05/22/2024

License Number: 012030008282

License Number:	012030008282	Status:	Active
Business Name:	BRANDY'S CAFE		
Location Address	18 S BEAVER Street		
	FLAGSTAFF	Arizona	86001
County	Coconino	Bus. Phone	928-774-8301
Licensee/Agent/Tel:	Drayton , Kelsey	928-774-8301	
Owner:	Drayton Inc	Exp Date:	05/31/2025
Issue Date:	10/08/2019	Status Date:	05/22/2024



Planning and Development Services Memorandum

To: Stacy Saltzburg, City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Michelle McNulty, Planning Director
Date: December 27, 2024
Re: Application for Liquor License #316358
110 E Route 66, Flagstaff, Arizona 86001
Assessor's Parcel Number 101-21-009
Kelsey Justin Drayton on behalf of Proper Meats Restaurant

This application is a request for a new Series 12 Restaurant liquor license by Kelsey Justin Drayton on behalf of Proper Meats Restaurant. This business is located within the Central Business 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.

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.



110 E Route 66



City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.



12/27/2024 5:56 PM

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Justin Emerick, Project Manager, Water Services
Co-Submitter: Mac McNamara
Date: 01/02/2025
Meeting Date: 01/07/2025



TITLE:

Consideration and Approval of Contract: Design Phase Services Agreement with PCL Construction, Inc. for the Lake Mary Sedimentation Basins Rehabilitation Project

STAFF RECOMMENDED ACTION:

1. Approval of a Design Phase Services Agreement with PCL Construction, Inc. for the Lake Mary Sedimentation Basins Rehabilitation Project in the amount of \$199,235.00; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The Lake Mary Water Treatment Plant produces up to 8 million gallons of potable water each day for distribution in our drinking water system. The treatment processes responsible for removing suspended sediments in the water is referred to as the Sedimentation Basins. These two one-million gallon basins, constructed in 1964, are in need of significant rehabilitation. Aging concrete, large mixers of various types and design, as well as all of the mechanical, structural, and electrical components of the Sedimentation Basins are in desperate need of replacement.

A Construction Manager at Risk (CMAR) procurement method was selected as the appropriate project delivery method and a panel of Water Services Staff selected PCL Construction, Inc. from numerous construction contractors that submitted as the most qualified contractor for this project. This Design Phase Services Agreement will allow us to determine the extent and scope to which we must rehabilitate the existing infrastructure. Failing concrete, broken and worn out mixer assemblies, sludge rakes and pumps are all in need of replacement and will be covered in this contract.

Financial Impact:

Project Name: CMAR Design Phase Services Agreement for the Lake Mary Sedimentation Basins Rehabilitation Project
Cost: \$199,235.00
Account Number Budgeted: 202-08-370-3372-0-4422, 202-08-370-3372-0-4465
FY Budgeted Amount: \$7,389,470.00
Grant Funded: No
Funding Source: Water Services Capital Program

Policy Impact:

None.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

1. Approve the Design Phase Services Agreement with PCL Construction, Inc. which would move the project forward; or
2. Reject the Agreement. However, this is not recommended because of the aging infrastructure. These basins and the associated equipment have served us well for the past 61 years and are now in very poor condition.

Background and History:

The Lake Mary Water Treatment Plant treats water from Upper Lake Mary utilizing various treatment processes and then distributes the finished water into the potable drinking water system. One of the steps in this treatment process are two one-million gallon basins that allow any suspended sediments a chance to fall out of suspension. These Sedimentation Basins utilize a chemical coagulant to assist the suspended sediments to precipitate, or fall from suspension, where they can be safely removed from our drinking water. These two large basins are constructed of concrete and contain large paddle mixers, enormous rake systems and finally, discharge weirs, all of which are subject to corrosion in this harsh water environment.

On August 27, 2024, 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 on Saturday August 31 and Tuesday September 7, 2024. On September 19, 2024, Procurement received three (3) Statements of Qualifications (SOQs) from contractors responding to the RSOQ. A Selection Committee of six members, including one member in professional services of engineering. The evaluation committee independently reviewed and evaluated the SOQs in accordance with guidelines established by the enabling legislation. After meeting to discuss the scoring, the committee decided based upon the numerical scoring of the written SOQs, the Committee identified the most qualified contractor to perform the CMAR services for the project and recommended commencing negotiations for a scope and fee proposal to be provided by PCL Construction Inc. Final scores of all firms are as follows:

PCL Construction 699 Points
Schofield 679 Points
KEAR 675 Points

Connection to PBB Priorities and Objectives:

This infrastructure rehabilitation project is directly in line with our communities' Priority Based Budgeting objectives of Sustainable and Innovative Infrastructure as well as our Community Safety and Health.

Connection to Regional Plan:

WR.2.2. Maintain and develop facilities to provide reliable, safe, and cost-effective water, wastewater, and reclaimed water services.

This project will allow us to develop a scope of services for the upcoming rehabilitation of critical water treatment infrastructure and treatment processes.

Connection to Carbon Neutrality Plan:

None.

Connection to 10-Year Housing Plan:

None.

Connection to Division Specific Plan:

This project is connected to our Water Services specific plan for maintaining and replacing aging infrastructure.

Attachments: [Design Phase Services Agreement](#)



City of Flagstaff, Arizona

Lake Mary Water Treatment Plant Sedimentation Basin Improvement Project

CONSTRUCTION MANAGER AT RISK

DESIGN PHASE SERVICES

Agreement No. 2025-01

Mayor

Becky Daggett

Council

*Austin Aslan
Anthony Garcia
Khara House*

*Lori Matthews
David Spence
Miranda Sweet*

City Manager

Greg Clifton

Interim Water Services Director

Lee Williams

**Community
Development Director**

Dan Folke

Public Works Director

Scott Overton

Engineering & Capital Improvements Director

Paul Mood

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City of Flagstaff, Arizona

City of Flagstaff Lake Mary Sedimentation Basin Improvements CONSTRUCTION MANAGER AT RISK DESIGN PHASE SERVICES Agreement No. 2025-01

This Design Phase Services Agreement (“Agreement”), made and entered by and between City of Flagstaff, a political subdivision of the State of Arizona (“Owner”) and PCL Construction, Inc., an Arizona Corporation, hereinafter designated the (“Construction Manager at Risk” or “CMAR”) is entered into 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 perform the City of Flagstaff Lake Mary Sedimentation Basin Improvements – Design Phase Services, as more fully described in Exhibit “A,” attached (“Project”).
- C. To undertake the construction administration of the Project, the Owner has entered into separate agreements with Brown and Caldwell (“Design Professional(s)”).
- D. CMAR has represented to the Owner the ability to provide design phase services the Project, and based on this representation, the Owner hereby engages CMAR to provide these services and design the Project.
- E. At the end of the design phase, at the Owner’s discretion, the Owner may enter into a separate Construction Phase Services Agreement with CMAR for construction phase services.

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 - TERMS AND 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 (Contract)” - This written document signed by the Owner and CMAR covering the design 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 where unanticipated or unforeseen circumstances in the 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; the amount of the adjustment to the Contract Time; or other modifications of other 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 design phase services as detailed in this Agreement.

“CMAR Representative” - The designated CMAR Representative.

“CMAR Senior Representative” - The designated CMAR Senior Representative.

“Construction Documents” - Certain plans, specifications and drawings prepared by the Design Professionals 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 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.

“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 cost for services for this Agreement.

“Contract Time(s)” - The number of days or the dates related to the construction phase, including authorized adjustments, allotted in the Construction 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 fee and utilized to develop the Guaranteed Maximum Price Proposal. The Cost Model is created using the Design Professionals 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 Cost, bonds, insurance, or taxes.

“Critical Path Method” or “CMP” - 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 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 is 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 conducted 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, GMP preparations and other services set forth in this Agreement or reasonably inferable therefrom.

“Design Professional(s)” - 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(s) solely for the purposes of review and/or use in performing constructability or biddability 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 CMP 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 phase: (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 include in labor burdens for direct labor costs; (viii) costs of bonds premiums; (ix) costs of consultants not in the direct employee of CMAR or Subcontractors.

“Guaranteed Maximum Price” (“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” - Plans and specifications upon which the Guaranteed Maximum Price Proposal is based.

“Guaranteed Maximum Price (GMP) Proposal” - The offer or proposal of CMAR submitted on the prescribed form setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Agreement.

“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 form used by CMAR in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and 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 design phase services team consisting of the Design Professional(s), CMAR, the Owner’s Representative, the Owner’s Client Department representatives and other stakeholders who are responsible for making decisions regarding the Project.

“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 specifically prepared for the Work by CMAR or a Subcontractor, Sub-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 contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the Site 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, materialman or vendor having a direct agreement with CMAR or with 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 – BASIC DESIGN PHASE SERVICES

2.1 GENERAL

- 2.1.1 CMAR, to further the interests of the Owner, shall perform the services required by, and in accordance with this Agreement, to the satisfaction of the Owner, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Flagstaff, Arizona would exercise at such time, under similar conditions. CMAR shall, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice.
- 2.1.2 Program Evaluation. As a participating member of the Project Team, CMAR shall provide to the Owner and Design Professional(s) a written evaluation of the Owner’s Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.
- 2.1.3 Project Meetings. CMAR shall attend Project Team meetings which may include, but are not limited to, monthly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions.
- 2.1.4 CMAR shall provide design phase services, described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. CMAR shall promptly notify the Owner in writing whenever CMAR determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost models, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.

- 2.1.5 CMAR, when requested by the Owner, shall attend, make presentations and participate as may be appropriate in public agency and or community meetings, germane to the Project. CMAR shall provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings.

2.2 CONSTRUCTION MANAGEMENT PLAN

- 2.2.1 CMAR may, and at the written request of the Owner, shall prepare a Construction Management Plan ("CMP"), which, at the written request of the Owner, shall include CMAR's professional opinions concerning: (a) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast-tracking and/or phasing the construction, (d) the number of separate subagreements to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, (i) the cost models and basis of the GMP Proposal, and (j) a matrix summarizing each Project Team member's responsibilities and roles.

- 2.2.2 CMAR may, and at the written request of the Owner, shall add detail to its previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revisions may, and at the written request of the Owner shall, take into account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the Owner, Design Professional(s) or CMAR, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast-tracking if any of the construction, or other chosen construction delivery methods, (e) the requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment (if any) and/or materials, and (g) funding issues identified by the Owner.

2.3 PROJECT MASTER SCHEDULE

- 2.3.1 The fundamental purpose of the "Project Master Schedule" is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Master Schedule requirements. CMAR shall develop and maintain the "Project Master Schedule" on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Master Schedule shall be consistent with the most recent revised/updated CMP. The Project Master Schedule shall use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the Owner. CMAR shall use scheduling software to develop the Project Master Schedule that is acceptable to the Owner. The Project Master Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Master Schedule shall indicate milestone dates for the phases once determined.
- 2.3.2. 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 CPM.
- 2.3.2.1 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.
- 2.3.2.2 The CPM diagram schedule shall indicate all relationships between activities.
- 2.3.2.3 The activities making up the CPM diagram 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. Formulation of the Project Master Schedule must

also be based on the Opening Physical Conditions of the Site and any potential Winter Shutdown in the event the Work on the Project is delayed for any reason.

- 2.3.2.4 The CPM diagram schedule shall be based upon activities, which would coincide with the schedule of values.
- 2.3.2.5 The CPM diagram schedule shall show all Submittals associated with each work activity and the review time for each submittal.
- 2.3.2.6 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.
- 2.3.2.7 The schedule shall include a CPM activity that reflects anticipated weather delay during the performance of this 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" Exhibit "D" attached, and the explanatory paragraphs attached thereto.
- 2.3.3 The Project Schedule shall consider the Owner's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.
- 2.3.4 Float time shall be as prescribed below:
 - 2.3.4.1 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.
 - 2.3.4.2 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 or unless a delay occurs which extends the Work beyond the Substantial Completion date.
 - 2.3.4.3 Since Float time within the schedule is jointly owned, it is acknowledged that the Owner-caused delays on the Project may be offset by Owner-caused time savings (e.g., CPM 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.
- 2.3.5 The Project Schedule shall be updated and maintained by CMAR throughout the design phase such that it shall not require major changes at the start of the construction phase to incorporate CMAR's plan for the performance of the construction phase Work. CMAR shall provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. CMAR shall include with such Submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.
- 2.3.6 If phased construction is deemed appropriate and the Owner and Design Professional(s) approve, CMAR shall review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. CMAR shall take into consideration such factors as natural and practical lines of Work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.4 DESIGN DOCUMENT REVIEWS

- 2.4.1 CMAR shall evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost models, GMP Proposals and/or the Project Master Schedule.
- 2.4.2 CMAR shall recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CMAR to construct the Project. Before initiating construction operations, CMAR may request additional investigations in their GMP Proposal to improve the adequacy and completeness of the Site condition information and data made available with the Construction Documents.
- 2.4.3 CMAR shall meet with the Project Team, as required, to review designs during their development. CMAR shall familiarize itself with the evolving documents through the various design phases. CMAR shall proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. CMAR shall advise the Project Team on proposed Site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. CMAR shall recommend cost effective alternatives.
- 2.4.4 CMAR shall conduct constructability and bidability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team and at a minimum as scheduled and identified by milestones in the Project Master Schedule. The reviews shall attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.
 - 2.4.4.1 Constructability Reviews. CMAR shall evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, © the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning; access and entrance to the Site, laydown and storage of materials, staging of Site facilities, construction parking, and other similar pertinent issues.
 - 2.4.4.2 Bidability Reviews. CMAR shall check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing Site conditions.
 - 2.4.4.3 Results of the reviews shall be provided to the Owner in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. If requested by the Owner, CMAR shall meet with the Owner and Design Professional(s) to discuss any findings and review reports.
 - 2.4.4.4 CMAR's reviews shall be from a contractor's perspective, and though it shall serve to reduce the number of Requests for Information (RFI) and changes during the construction phase, responsibility for the Drawings and Specifications shall remain with the Design Professional(s) and not CMAR.
- 2.4.5 Notification of Variance or Deficiency. It is CMAR's responsibility to assist the Design Professional(s) in ascertaining that, in CMAR's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If CMAR recognizes that

portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, it shall promptly notify the Design Professional(s) and Owner in writing, describing the apparent variance or deficiency. However, the Design Professional(s) is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.

2.4.6 Alternate Systems Evaluations. The Project Team shall routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, CMAR in cooperation with the Design Professional(s) shall perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team shall decide which alternatives shall be incorporated into the Project. The Design Professional(s) shall have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. CMAR shall include the cost of the alternatives into the cost models and any GMP Proposals.

2.5 COST MODEL

2.5.1 Unless otherwise agreed by both parties, within fourteen (14) days after receipt of the documents for the various phases of design, CMAR shall develop a detailed Cost Model for the entire Project for review by the Owner and the Design Professional(s). The Cost Model shall be prepared in a format agreed upon in advance by the Owner and the CMAR. It will be based on the Design Professional(s)' list of standard pay items.

2.5.2 During the review period, the Cost Model will be compared with the estimates prepared by the CMAR and the Owner. The Design Professional(s) and CMAR shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached, the Owner shall make the final determination. Once approved by the Owner, the Cost Model will be continually updated and kept current as the design progresses throughout the Preconstruction Phase until a GMP is agreed upon by both the CMAR and the Owner.

2.5.3 The Cost Model shall not include the CMAR's preconstruction services fee, sums due to CMAR, the cost of land, right of way, or other costs which are the responsibility of the Owner. The CMAR shall communicate to the Project Team any assumptions made in preparing the Cost Model.

2.5.4 Each Cost Model submitted shall be accompanied by backup documentation which shall include, but not be limited to the following:

2.5.4.1 Unit prices and quantity take-offs using the Design Professional(s)' standard pay items;

2.5.4.2 Details of all allowances and unit price work shown and specified in the detailed design documents;

2.5.4.3 Include a list of all assumptions and description and breakdown of all allowances;

2.5.4.4 Material costs, equipment costs, labor costs, General Conditions costs, hourly labor rates, and total cost;

2.5.4.5 Copies of quotations from subcontractors and suppliers;

2.5.4.6 Portion of the work to be performed by subcontractors including subcontractors overhead and profit;

2.5.4.7 Production rates, transportation, and other facilities and services necessary for the proper execution of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated into the work;

2.5.4.8 All fixed equipment, site improvements, utility and equipment installations;

- 2.5.4.9 Project overhead;
 - 2.5.4.10 Allocated general and administrative expenses;
 - 2.5.4.11 Bonds, taxes, insurance;
 - 2.5.4.12 The CMAR's profit; and
 - 2.5.4.13 Memoranda, narratives, reports, and all other information included by the CMAR to arrive at the price shown in the Cost Model or GMP.
- 2.5.5 If any Cost Model submitted to the Owner exceeds previously accepted Cost Models or the Owner's Project budget, CMAR shall make appropriate recommendations on methods and materials to the Owner and Design Professional(s) that CMAR believes shall bring the Project back into the Project budget.
 - 2.5.6 In between these milestone estimates, CMAR shall periodically provide a tracking report, which identifies the upward or downward movements of costs due to value engineering or scope changes. It shall be the responsibility of CMAR to keep the Owner and Design Professional(s) informed as to the major trend changes in costs relative to the Owner's budget.
 - 2.5.7 If requested by the Owner, CMAR shall prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the Owner in the financing process.

2.6 SECTION LEFT INTENTIONALLY BLANK

2.7 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

- 2.7.1 The proposed GMP for the entire Work (or portions thereof) shall be presented in a format acceptable to the Owner and utilizing the formulas as shown in Exhibit "C" attached. The Owner may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposals submitted by CMAR shall be based on and consistent with the current update/revised cost model at the time of the request and shall include any clarifications or assumptions upon which the GMP Proposal(s) are based. CMAR guarantees to complete the Project at or less than the final approved GMP Proposal amount, plus approved Change Orders, and agrees that it shall be responsible for any increase in the actual cost of the Work above that amount.
- 2.7.2 The Contract Price is the sum of the GMP and the Owner's Contingency. The Contract Price is comprised of the following actual costs and is a not-to-exceed, reimbursable amount.
 - 2.7.2.1 The General Conditions will be included in the GMP as a not-to-exceed, reimbursable amount paid for on actual costs based on submitted and approved invoices.
 - 2.7.2.2 The Construction Fee is a firm fixed lump sum and shall be paid monthly in accordance with the percentage of completion of the work.
 - 2.7.2.3 Bonds are actual costs and are a not-to-exceed reimbursable amount.
 - 2.7.2.4 Insurance is actual costs and is a not-to-exceed reimbursable amount.
 - 2.7.2.5 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.
 - 2.7.2.6 CMAR's Contingency is an amount CMAR may use at its sole discretion for increases in the Cost of the Work, legitimate unforeseen construction expenses, or expenses otherwise agreed to by the Owner, and for increases in General Condition Costs with written approval of the Owner. CMAR's Contingency shall

be included in the GMP amount provided by the CMAR, but all appropriate markups shall not be applied to the CMAR's Contingency at the time of GMP submission. At the time that the CMAR's Contingency is used the appropriate markups shall be applied, which shall only include Construction Fees, Bonds, Insurance, and Sales Tax. CMAR shall submit a Field Order Proposal, with supporting itemized schedule and pricing documentation, for Owner review and confirmation of appropriate CMAR's Contingency use for the project and for verification that appropriate markups are applied. The Owner has the authority to reject any use of the CMAR's Contingency if the Owner believes in its reasonable judgement that a portion or all the proposed amount is not a legitimate expense for the Project.

- 2.7.2.7 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 the CMAR, the sum of which shall be the Contract Price for construction. At the time that Owner's Contingency is used, the appropriate markups shall be applied and shall only include Construction Fees, Bonds Insurance, and Sales Tax.
- 2.7.3 GMP amendments are cumulative except for CMAR's Contingency. The amount of CMAR's Contingency for each GMP shall be negotiated separately.
- 2.7.4 CMAR, in preparing any GMP Proposal, shall obtain from the Design Professional(s), three (3) sets of signed, sealed, and dated plans and specifications (including all addenda). CMAR shall prepare its GMP in accordance with the Owner's request for GMP Proposal requirements based on the most current completed plans and specifications at that time. CMAR shall mark the face of each document of each set upon which its proposed GMP is based. These documents shall be identified as the GMP Plans and Specifications. CMAR shall send one set of those documents to the Owner's Representative, keep one set and return the third set to the Design Professional(s).
- 2.7.5 An updated/revised Project Master Schedule shall be included with any GMP Proposal(s) that reflects the GMP Plans and Specifications. Any such Project Master Schedule updates/revisions shall continue to comply with the requirements of Section 2.3 above.
- 2.7.6 The Project Master Schedule required above shall include a preliminary Construction Schedule developed in a CPM with the first requested GMP. If subsequent GMP's are requested, CMAR shall include an updated CPM Construction Schedule with their GMP submittal.
- 2.7.7 GMP savings resulting from a lower actual Project cost than anticipated by CMAR remaining at the end of the project, shall revert to the Owner.
- 2.7.8 GMP Proposal(s) Review and Approval Process
 - 2.7.8.1 The Owner may request a GMP from CMAR at any time during the performance of the design phase services. It is the Owner's expectation that the GMP shall not exceed the Owner-stated Project budget.
 - 2.7.8.2 CMAR shall meet with the Owner and Design Professional(s) to review the GMP Proposal(s) and the written statement of its basis. In the event the Owner or Design Professional(s) discovers inconsistencies, inaccuracies or confusion in the information presented, CMAR shall make adjustments as necessary to the GMP Proposal, its basis or both.
 - 2.7.8.3 CMAR's detailed cost model and GMP shall be reviewed by the Design Professional(s) and the Owner for reasonableness and compatibility with the Owner's Project and the Owner's budget. CMAR shall provide a response to the Design Professional(s) and Owner's questions and an explanation of differences between the Owner's Project budget and CMAR's cost model and corresponding GMP. Owner may require that such responses and explanations be submitted in writing. CMAR, Owner and Design Professional(s) shall engage in a mutually agreeable process in an effort to achieve a clearly understood mutually acceptable GMP.
 - 2.7.8.4 If the GMP exceeds the Owner's Project budget, the Owner reserves the right to direct CMAR (and CMAR shall) work in conjunction with the Design Professional(s) to assist in the redesign of the Project

as necessary to meet the agreed upon program and the stated Project budget as follows:

- 2.7.8.4.1 After direction from the Owner, CMAR shall coordinate and cooperate with the Project Team to assist the Design Professional(s) in altering and re-drafting Construction Documents as necessary to accomplish the required reduction in cost.
- 2.7.8.4.2 CMAR shall develop and provide to the Owner a GMP in connection with the altered Construction Documents to accomplish the necessary reductions in cost.
- 2.7.8.4.3 CMAR shall analyze the Design Professional(s)' original submittal and as altered and redrafted Construction Documents and make recommendations to the Owner as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the stated Project budget.
- 2.7.8.4.4 CMAR shall perform the work set forth in this Agreement without additional compensation.
- 2.7.8.4.5 The Owner, upon receipt of any GMP proposal from CMAR, may submit the GMP Plans and Specifications to a third-party for review and verification.
- 2.7.8.4 If the GMP Proposal is greater than the third-party estimate or if the Owner, for some other stated reason may desire, the Owner may require CMAR to reconfirm its GMP Proposal. CMAR shall accept the third-party's estimate for the cost of Work as part of its GMP Proposal or present a report within seven (7) days of a written request by the Owner for such a report identifying, explaining, and substantiating the differences and/or explaining other concerns the Owner may raise. CMAR may be requested to, or at its own discretion, submit a revised GMP Proposal for consideration by the Owner.
- 2.7.8.5 If during the review and negotiation of GMP Proposals design changes are required, the Owner shall authorize and cause the Design Professional(s) to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents shall be furnished to CMAR. CMAR shall promptly notify the Design Professional(s) and Owner in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.
- 2.7.8.6 After final submission of the GMP Proposal, the Owner may do any of the following:
 - 2.7.8.7.1 Accept the CMAR original or revised GMP Proposal, if within the Owner's budget, without comment;
 - 2.7.8.7.2 Accept the CMAR original or revised GMP Proposal that exceeds the Owner's budget, and indicate in writing to CMAR that the Project Budget has been increased to fund the differences; or
 - 2.7.8.7.3 Reject the CMAR original or revised GMP Proposal in which event, the Owner may terminate this Agreement and/or elect to not enter into a separate Agreement with CMAR for the construction phase services associated with the scope of Work reflected in the GMP Proposal.
- 2.7.8.7 Upon acceptance by the Owner of a GMP Proposal, the Owner shall prepare, and CMAR shall execute, the Owner's specified form of Agreement to reflect the GMP, and the GMP as approved shall become part of the Construction Services Agreement. Within ten (10) days after execution of the Construction Services Agreement, CMAR shall provide to the Procurement Section a Performance Bond and a Labor and Material Payment Bond, each for 100% of the full Agreement price.

2.8 SUBCONTRACTORS AND MAJOR SUPPLIERS SELECTION

- 2.8.1 There are three (3) ways to select Subcontractors and Major Suppliers prior to submission of any GMP Proposal. They are:
 - 2.8.1.1 A combination of qualifications and price derived through competitive bidding.

- 2.8.1.2 Qualitative selection with the subsequent negotiation of a price that is reasonable, a prudent use of public funds and in the Owner's best interest.
- 2.8.1.3 Absent special circumstances documented in writing by CMAR as set forth below, the combination of qualifications and price derived through the competitive bidding process shall be used to select Subcontractors and Major Suppliers. The Owner has the sole discretion as to whether to allow the purely qualitative selection of Subcontractors and Major Suppliers. In any event, CMAR shall ensure compliance with A.R.S. § 34-603 et seq.
- 2.8.2 The Owner may approve the selection of Subcontractors and Major Suppliers based only on their qualifications when CMAR can demonstrate, in writing, that it is in the best interest of the Project and that the selection process shall constitute a prudent use of public funds.
 - 2.8.2.1 A purely qualification-based selection of Subcontractors and Major Suppliers shall only occur prior to the submittal of any applicable GMP Proposal.
 - 2.8.2.2 CMAR shall prepare a Subcontractor and Supplier selection plan and submit the plan to the Owner for approval. CMAR shall apply the plan in the evaluation of the qualifications of Subcontractors and Major Suppliers and provide the Owner with its review and recommendation.
 - 2.8.2.3 CMAR shall obtain Owner approval of the selected Subcontractors and Major Suppliers. If CMAR is to self-perform under this alternative, CMAR shall submit a detailed explanation and demonstration of the cost of the Work it shall self-perform. CMAR shall further provide documentation to demonstrate that for any Work that is self-performed, the cost of any such Work is a reasonable and prudent use of public funds. The Owner shall approve CMAR self-performance of any part of the Work and the cost therefore prior to accepting any GMP Proposal.
 - 2.8.2.4 CMAR shall negotiate costs for services/supplies from each of the Subcontractors and Major Suppliers selected under this method.
 - 2.8.2.5 Within three (3) days of negotiating cost for services/supplies from all Subcontractors and Major Suppliers selected under this method, CMAR shall then prepare a report for the Owner's approval identifying the recommended Subcontractors and Major Suppliers for each category of the Work to be performed. The report shall be in a format approved by the Owner's Representative and shall include, among other things, the amount of each such cost. CMAR shall, at its discretion or at the request of the Owner's Representative, request written verification of any costs selected. CMAR shall provide an explanation of the qualifying factors for each selection.
- 2.8.3 In all other cases, CMAR shall select Subcontractors and Major Suppliers pursuant to the following process, which includes a combination of qualifications and price, derived through competitive bidding or as may otherwise be agreed in writing by the parties. CMAR shall ensure that any such process is fully compliant with Arizona law.
 - 2.8.3.1 CMAR shall develop the interest of Subcontractors and Major Suppliers, submit the names of a minimum of three (3) qualified Subcontractors and Major Suppliers selected pursuant to a qualifications-based procedure, for each trade in the Project for approval by the Owner and solicit bids for the various construction categories. If there are not three (3) qualified Subcontractors or Major Suppliers available for a specific trade or there are extenuating circumstances warranting such, CMAR may request approval by the Owner to submit less than three (3) names. Without prior written approval by the Owner, no change in the Owner-approved Subcontractors shall be allowed.
 - 2.8.3.2 If CMAR desires to self-perform certain portions of the Work, it shall comply with, and be subject to, the requirements set forth in this Agreement.
 - 2.8.3.3 If the Owner objects to any nominated Subcontractors and Major Suppliers to any nominated self-performed Work for good reason, CMAR shall nominate substitute Subcontractors or Major Suppliers.

- 2.8.3.4 CMAR shall distribute drawings and specifications, and when appropriate, conduct a pre-bid conference with prospective Subcontractors and Major Suppliers.
- 2.8.3.5 CMAR shall receive, open, record and evaluate the bids. The apparent low bidders shall be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals, CMAR, in addition to bid price, shall consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractors' and Major Suppliers' bids shall be done with the Owner representative in attendance to observe and witness the process. CMAR shall resolve any Subcontractors' or Major Suppliers' bid withdrawal, protest or disqualification in connection with the award at no increase in the cost of the Work.
- 2.8.4 Upon completion of the Subcontractors or Major Suppliers' selection process, CMAR shall submit a summary report to the Owner of the entire Subcontractor selection process, including, the selected Subcontractors for each category of Work. The report shall indicate, by bid process, all Subcontractors contacted to determine interest, the Subcontractors solicited, the bids received and costs negotiated, compliance with Arizona law.
- 2.8.5 The selected Subcontractors and Major Suppliers shall provide a schedule of values, which shall be used to create the overall Project schedule of values.
- 2.8.6 CMAR shall contract with only Subcontractors and Major Suppliers who are duly licensed in Arizona and qualified to perform the Work per the requirements of the Contract Documents.
- 2.8.7 Regardless of the selection procedure, CMAR is responsible for ensuring that the costs of the Subcontractor's and Major Supplier's services are reasonable and a prudent use of public funds.
- 2.8.8 Regardless of the selection procedure, and in any case, CMAR is solely responsible for the cost and performance of the selected Subcontractors and Major Suppliers. The Owner's approvals under this Agreement are not, and shall not, be construed to be a waiver, in part or in whole, of CMAR's responsibility and obligation to perform as set forth in this Agreement or any subsequent construction agreement or GMP and for the cost, or less than the cost, set forth in any GMP to which the parties agree.

ARTICLE 3 - PERIOD OF SERVICES

- 3.1 The design phase services described in this Agreement shall be performed by CMAR in accordance with the most current updated/revised Project Master Schedule. Failure on the part of CMAR to adhere to the Project Master Schedule requirements for activities for which it is responsible shall be sufficient grounds for termination of this Agreement by the Owner.
- 3.1.1 If CMAR fails to adhere to the approved Project Master Schedule, the 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 three (3) days of CMAR's receipt of such notice.
- 3.2 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the Owner, then said obligation shall be due and owing, and said time period shall expire, on the first day thereafter which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made if completed no later than 4:00 p.m. (Flagstaff time) on the day of performance.

ARTICLE 4 - CONTRACT PRICE AND PAYMENTS

4.1 CONTRACT PRICE

4.1.1 The Owner shall pay CMAR a Contract Price for the design phase services Work as proposed by CMAR and accepted by the Owner:

Basic Design Phase Services	\$ 199,235.00
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Additional services and allowances, as described in Section 4.3:

Reimbursable Expenses	N/A
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Total Design Phase Services Agreement Contract Price Not to Exceed	\$ 199,235.00
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4.2 PAYMENTS

4.2.1 Requests for monthly payments by CMAR for design phase services shall be submitted on the Owner’s “Contract Payment Request” form and shall be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment shall include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants’ requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of Work completed during the preceding month. Services negotiated as a not-to-exceed fee shall be paid in accordance with the Work effort expended on that service during the preceding month.

4.2.2 Fees for CMAR and any Subconsultants shall be based upon the Hourly Rate Schedule included as Exhibit “B” attached hereto.

4.2.3 CMAR shall pay all sums due Subconsultants for services and reimbursable expenses within fourteen (14) calendar days after CMAR has received payment for those services from the Owner.

4.2.4 CMAR agrees that no charges or claims for costs or damages of any type shall be made by it for any delays or hindrances beyond the reasonable control of the Owner during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting CMAR to proceed to complete any services, in whole or in part 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.

4.2.5 No compensation to CMAR shall be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.

4.2.6 If any service(s) executed by CMAR is delayed or suspended in whole or in part, for a period of more than one hundred eighty (180) days through no fault of CMAR, CMAR shall be paid for the services performed prior to the delay or suspension.

4.2.7 In no event shall the Owner pay more than ninety percent (90%) of the Contract Price until final acceptance of all design phase services, and award of the final approved GMP for the entire Project by City Council.

4.3 ADDITIONAL DESIGN PHASE SERVICES

4.3.1 CMAR may be required to provide services in excess of those identified in this Agreement. Mark-ups are not authorized and only the reimbursables specifically identified below shall be reimbursed as authorized

herein. Any additional services shall be requested by the Owner, in writing, prior to the delivery of said services. There shall be no payment by the Owner for any additional services provided prior to or without the written request of the Owner for said services.

- 4.3.2 When authorized by the Owner, CMAR shall be entitled to reimbursement at cost of design phase services related expenses incurred for the following items:
 - 4.3.2.1 Reasonable charges for air transportation (not to exceed standard coach rates), ground travel (for automobile rental, taxi, parking, etc. not to exceed \$50 per day), and authorized expenses while traveling (not to exceed the corporate rate at major business hotels in the area and a per diem for meal and miscellaneous business expenses of \$45) shall be reimbursed. CMAR shall provide detailed receipts for all reimbursable charges. Travel expenses shall not exceed \$0.00 without further approval of the Owner.
 - 4.3.2.2 Non-overhead printing expenses incurred including the printing of Construction Documents for bidding, courier services or other Project-related services that may be requested by the Owner. The cost of such service shall not exceed **\$ 0.00** (reimbursable allowance) without further approval by the Owner.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

- 5.1 The Owner, at no cost to CMAR, shall furnish the following information:
 - 5.1.1 One (1) copy of data the Owner determines pertinent to the work. However, CMAR shall be responsible for searching the records and requesting information it deems reasonably required for the Project.
 - 5.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.
 - 5.1.3 The name of the person designated to be the Owner's representative during the term of this Agreement. The Owner's Representative has the authority to administer this Agreement and shall monitor CMAR's compliance with all terms and conditions stated herein. All requests for information from or decisions by the Owner on any aspect of the work or Deliverables shall be directed to the Owner's Representative.
- 5.2 The Owner additionally shall:
 - 5.2.1 Contract separately, with one or more Design Professional(s), to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional(s) shall be provided to CMAR for its information. CMAR shall have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the Owner and Design Professional(s).
 - 5.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by CMAR except for those copies whose cost has been reimbursed by the Owner.
 - 5.2.3 Provide CMAR with adequate information in its possession or control regarding the Owner's requirements for the Project.
 - 5.2.4 Give prompt written notice to CMAR when the Owner becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, the 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 three (3) days of CMAR's receipt of such notice.
 - 5.2.5 Notify CMAR of changes affecting the budget allocations or schedule.
- 5.3 The Owner's Representative shall have authority to approve the Project Budget and Project Master Schedule and render decisions and furnish information the Owner's Representative deems appropriate to CMAR.

ARTICLE 6 - AGREEMENT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

- 6.1.1 Owner Ownership of Project Documents. All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared specifically in the performance of this Agreement (collectively referred to as Project Documents) are to be and remain the property of the Owner and are to be delivered to the Owner's Representative before the final payment is made to CMAR. Nonetheless, in the event these Projects Documents are altered, modified or adapted without the written consent of CMAR, which consent CMAR shall not unreasonably withhold, the Owner agrees to hold CMAR harmless to the extent permitted by law, from the legal liability arising out of and or resulting from the Owner's alteration, modification or adaptation of the Project Documents.
- 6.1.2 CMAR to Retain Copyrights. The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by CMAR, its Subcontractors or personnel, during the course of performing this Agreement or arising out of the Project shall belong to CMAR.
- 6.1.3 License to Owner for Reasonable Use. CMAR hereby grants, and shall require its Subcontractors to grant, a license to the Owner, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Agreement. This license shall also include the making of derivative works as guided by this Agreement.
- 6.1.4 Documents to Bear Seal. When applicable and required by state law, CMAR and its Subcontractors shall endorse by an Arizona professional seal all plans, works, and Deliverables prepared by them for this Agreement.
- 6.1.5 Records Inspection. 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.
- 6.1.6 Record Retention. CMAR shall comply with the Owner's record retention policy regarding all records associated with the Project. This record retention requirement shall remain in effect following expiration of the Agreement or termination of the Agreement by either Party.

6.2 COMPLETENESS AND ACCURACY OF CMAR'S WORK

- 6.2.1 CMAR shall be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Agreement and shall at its sole expense correct its work or Deliverables. Any damage incurred by the Owner as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to CMAR to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional CMAR in Flagstaff, Arizona would exercise under similar conditions. The fact that the Owner has accepted or approved CMAR's Work or Deliverables shall in no way relieve CMAR of any of its responsibilities under this Agreement, nor does this requirement to correct the Work or Deliverables constitute a waiver of any claims or damages otherwise available by law or this Agreement to the Owner. Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the Design Professional(s).

6.3 ALTERATION IN CHARACTER OF WORK

- 6.3.1 In the event an unanticipated or unforeseen alteration or modification in the character of Work or Deliverables results in a substantial change in this Agreement, thereby materially increasing or

decreasing the scope of services, cost of performance, or Project Master Schedule, the Work or Deliverables shall nonetheless be performed as directed by the Owner. However, before any altered or modified Work begins, a Change Order or Amendment shall be approved and executed by the Owner and CMAR. Such Change Order or Amendment shall not be effective until approved by the Owner.

6.3.2 Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to CMAR may accordingly be adjusted by mutual agreement of the contracting parties.

6.3.3 No claim for extra work done, or materials furnished, by CMAR shall be allowed by Owner except as provided herein, nor shall CMAR do any work or furnish any material(s) not covered by this Agreement unless such work or material is first authorized in writing. Work or material(s) furnished by CMAR without such prior written authorization shall be at CMAR's sole jeopardy, cost, and expense, and CMAR hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished shall be made.

6.4 DATA CONFIDENTIALITY

6.4.1 As used in this Agreement, data ("Data") means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by CMAR in the performance of this Agreement.

6.4.2 The parties agree that all Data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to CMAR in connection with CMAR's performance of this Agreement is confidential and proprietary information belonging to the Owner.

6.4.3 CMAR shall not divulge Data to any third party without prior written consent of the Owner. CMAR shall not use the Data for any purposes except to perform the services required under this Agreement. These prohibitions shall not apply to the following Data:

6.4.3.1 Data, which was known to CMAR prior to its performance under this Agreement unless such data was acquired in connection with work performed for the Owner;

6.4.3.2 Data which was acquired by CMAR in its performance under this Agreement and which was disclosed to CMAR by a third party, who to the best of CMAR's knowledge and belief, had the legal right to make such disclosure and CMAR is not otherwise required to hold such data in confidence; or

6.4.3.3 Data which is required to be disclosed by CMAR by virtue of law, regulation, or court.

6.4.4 In the event CMAR is required or requested to disclose Data to a third party, or any other information to which CMAR became privy because of any other Agreement with the Owner, CMAR shall first notify the Owner as set forth in this Article of the request or demand for the Data. CMAR shall timely give the Owner sufficient facts, such that the Owner can have a meaningful opportunity to either first give its consent or take such action that the Owner may deem appropriate to protect such Data or other information from disclosure.

6.4.5 CMAR, unless prohibited by law, within ten (10) calendar days after completion of services for a third party on real or personal property owned or leased by the Owner, shall promptly deliver, as set forth in this section, a copy of all Data to the Owner. All Data shall continue to be subject to the confidentiality agreements of this Agreement.

6.4.6 CMAR assumes all liability for maintaining the confidentiality of the Data in its possession and agrees to compensate the Owner if any of the provisions of this section are violated by CMAR, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section shall be deemed to cause irreparable harm that justifies injunctive relief in court.

6.5 PROJECT STAFFING

- 6.5.1 Prior to the start of any work or Deliverables under this Agreement, CMAR shall submit to the Owner, an organization chart for CMAR staff and Subcontractors and detailed resumes of key personnel listed in its response to the Owner's Request for Qualifications or subsequent fee proposals (or revisions thereto), that shall be involved in performing the services prescribed in this Agreement. Unless otherwise informed, the Owner hereby acknowledges its acceptance of such personnel to perform such services under this Agreement. In the event CMAR desires to change such key personnel from performing such services under this Agreement, CMAR shall submit the qualifications of the proposed substituted personnel to the Owner for prior approval. Key personnel shall include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.
- 6.5.2 CMAR shall maintain an adequate number of competent and qualified persons, as determined by the Owner, to ensure acceptable and timely completion of the scope of services described in this Agreement throughout the period of those services. If the Owner objects, with reasonable cause, to any of CMAR's staff, CMAR shall take prompt corrective action acceptable to the Owner and, if required, remove such personnel from the Project and replace with new personnel acceptable to the Owner.

6.6 INDEPENDENT CONTRACTOR

- 6.6.1 CMAR is and shall be an independent contractor and whatever measure of control the Owner exercises over the work or Deliverables pursuant to this Agreement shall be as to the results of the Work only. No provision in this Agreement shall give, or be construed to give, the Owner the right to direct CMAR as to the details of accomplishing the work or Deliverables. These results shall comply with all applicable laws and ordinances.

6.7 SUBCONTRACTORS

- 6.7.1 Prior to beginning the work or Deliverables, CMAR shall furnish, for the Owner's approval, the names of all Subcontractors to be used on this Project. All subsequent changes shall be subject to the approval of the Owner.

6.8 TERMINATION

- 6.8.1 The Owner and CMAR hereby agree to the full performance of the covenants contained herein, except that the Owner reserves the right, at its discretion and without cause, to terminate any or all services provided for in this Agreement or terminate any portion of the Project for which services have been performed by CMAR.
- 6.8.2 In the event the Owner terminates any or all of the services or any part of the services as herein provided, the Owner shall so notify CMAR in writing, and CMAR shall immediately after receiving such notice, discontinue advancing the Work specified under this Agreement and mitigate the expenditure, if any, of costs resulting from such termination.
- 6.8.3 CMAR, upon such termination, shall promptly deliver to the Owner all reports, estimates and other Work or Deliverables entirely or partially completed, together with all unused materials supplied by the Owner.
- 6.8.4 CMAR shall appraise the Work completed and submit an appraisal to the Owner for evaluation. The Owner shall have the right to inspect CMAR's Work or Deliverables to appraise the Work completed.

6.8.5 CMAR shall receive compensation in full for services satisfactorily performed to the date of such termination and the reasonable direct costs and direct expenses attributable to such termination. The fee shall be paid in accordance with this Agreement and shall be an amount mutually agreed upon by CMAR and the Owner. The Owner shall make the final payment within sixty (60) days after CMAR has delivered the last of the partially or otherwise completed Work items and the final fee has been agreed upon.

6.9 DISPUTE AVOIDANCE AND RESOLUTION

6.9.1 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.

6.9.2 CMAR and the Owner shall first attempt to resolve disputes or disagreements at the field level through discussions between CMAR's Representative and the Owner's Representative.

6.9.3 If a dispute or disagreement cannot be resolved through CMAR's Representative and the Owner's Representative, CMAR's Senior Representative and the 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.

6.9.4 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.

6.10 WITHHOLDING PAYMENT

6.10.1 The Owner reserves the right to withhold funds from the Owner's progress payments up to the amount equal to the claims the Owner may have against CMAR, until such time that a settlement on those claims has been reached.

6.11 RECORDS/AUDIT

6.11.1 Records of CMAR's direct personnel payroll, reimbursable expenses pertaining to the Project and records of accounts between the Owner and CMAR shall be kept on a generally recognized accounting basis and shall be available for up to three (3) years following final completion of the Project. 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 this Agreement and any Change Orders. The Owner reserves the right to decrease the Contract Price and/or payments made under this Agreement if, upon audit of CMAR's records, the audit discloses that CMAR has provided false, misleading, or inaccurate cost and pricing data.

6.11.2 CMAR shall include a provision identifying that generally recognized accounting practices shall be included in all of its agreements with Subconsultants, Subcontractors, and Suppliers providing services under this Agreement to ensure the Owner, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants', Subcontractors', and Suppliers' records to verify the accuracy of cost and pricing data. The Owner reserves the right to decrease the Contract Price and/or payments made under this Agreement if the above provision is not included in Subconsultant, Subcontractor, and Supplier Agreements, and one or more of those parties do not allow the Owner to audit their records to verify the accuracy and appropriateness of pricing data.

6.12 INDEMNIFICATION

6.12.1 To the fullest extent permitted by law, CMAR agrees to defend, indemnify and hold harmless the Owner, its officers, agents and employees, and any jurisdiction or agency issuing permits for any Work included in the Project, their officers, agents and employees, hereinafter individually and collectively referred to as "indemnatee", from all suits and claims, including attorney's fees and cost of litigation, actions, losses, damage, expenses, costs or claims of any character or any nature relating to, arising out of, or alleged to have resulted from the negligent, reckless, or intentional acts, errors, mistakes, omissions, work or services of the CMAR related to the Work or Deliverables done in fulfilling the terms of this Agreement, or on account of any act, claim or amount arising out of or recovered under Workmen's Compensation Law, or arising out of the failure of CMAR to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that CMAR shall be responsible for primary loss investigation, defense and judgment costs where this Agreement of indemnity applies.

6.13 NOTICES

6.13.1 Notices or demands required to be given under this Agreement, may be given 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. 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.

to CMAR:

Ray Torrejon, Special Projects Manager
PCL Construction
1711 West Greentree Drive, Suite 201
Tempe, AZ 85284
Telephone: 720-357-6253
Email: rtorrejon@pcl.com

to Owner:

Justin Emerick, Water Services Project Manager
City of Flagstaff Water Services
211 West Aspen Avenue
Flagstaff, AZ, 86001
Phone: (928) 607-2541
jemerick@flagstaffaz.gov

With a copy to:

Emily Markel, Purchasing Manager
City of Flagstaff Purchasing
211 West Aspen Avenue
Flagstaff, Arizona 86001
Phone: (928) 213-2276
emarkel@flagstaffaz.gov

With a copy to Design Professionals:

Brian Hamrick, Treatment Plants Lead
Brown and Caldwell
2 North Central Avenue, Suite 1600
Phoenix, Arizona 85004
Telephone 602-567-3822
Email: bhamerick@brwncald.com

Or to other such place and with such other copies as either party may designate as to itself by written notice to the other party. 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.

6.14 COMPLIANCE WITH ALL LAWS

6.14.1 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 Contract Documents and to permit the Owner to verify such compliance.

6.15 CONFLICT OF INTEREST

6.15.1 To evaluate and avoid potential conflicts of interest, CMAR shall provide written notice to the Owner of any work or services performed by CMAR for third-parties that may involve or be associated with any real property or personal property owned or leased by the Owner. Such notice shall be given at least seven (7) business days prior to commencement of the Project by CMAR for a third party, or at least seven (7) business days prior to an adverse action as defined below. Written notice and disclosure shall be sent to:

Patrick Brown
Purchasing Director
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

6.15.2 Actions considered to be adverse to the Owner under this Agreement include but are not limited to:

6.15.2.1 Using Data, as defined in this Agreement, acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the Owner;

6.15.2.2 Filing a notice of claim or lawsuit against the City of Flagstaff, testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City of Flagstaff; or

6.15.2.3 Using Data to produce income for CMAR or its employees independently of performing the services under this Agreement, without the prior written consent of the Owner.

6.15.3 CMAR represents that except for those persons, entities and projects previously identified in writing to the Owner, the services to be performed by CMAR under this Agreement are not expected to create an interest with any person, entity, or third-party project that is or may be adverse to the interests of the Owner.

6.15.4 CMAR's failure to provide a written notice and disclosure of the information as set forth in this section shall constitute a material breach of this Agreement.

6.16 CONTRACTOR'S LICENSE

6.16.1 Prior to award of this Agreement, CMAR shall provide to the Procurement Section, its Contractor's License Classification and number and its Federal Tax I.D. number.

6.17 SUCCESSORS AND ASSIGNS

6.17.1 The Owner and CMAR and their partners, successors, assigns, and legal representatives shall each be bound to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the Owner nor CMAR shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. In no event shall any contractual relationship be created or be construed to be created as between any third party and the Owner. 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.

6.18 FORCE MAJEURE

6.18.1 The parties acknowledge that there may be events that occur during the term of this Agreement 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 Agreement. 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 Agreement.

6.18.2 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 because of such events.

6.18.3 The parties agree to act in good faith to extend the Contract completion date without any penalty to the Contractor and that the extension will be in an amount of time equal to any temporary delay. This term supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

6.19 COVENANT AGAINST CONTINGENT FEES

6.19.1 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 City Council, or any employee of the Owner has any interest, financially, or otherwise, in CMAR. The Owner shall in the event of the breach or violation of this warranty, 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.

6.20 NON-WAIVER PROVISION

6.20.1 The failure of either party to enforce any of the provisions of this Agreement or to require performance by 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 this Agreement or any part thereof, or the right of either party to thereafter enforce each and every provision.

6.21 JURISDICTION

6.21.1 This Agreement 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. An 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.

6.22 SURVIVAL

6.22.1 All warranties, representations and indemnifications by CMAR shall survive the completion or termination of this Agreement.

6.23 MODIFICATION

6.23.1 No supplement, modification, or amendment of any term of this Agreement shall be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provisions of this Agreement, except as expressly provided herein to the contrary.

6.24 SEVERABILITY

6.24.1 If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

6.25 INTEGRATION

6.25.1 This Agreement contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

6.26 TIME IS OF THE ESSENCE

6.26.1 Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

6.27 THIRD PARTY BENEFICIARY

6.27.1 This Agreement shall not be construed to give any rights or benefits in the Agreement to anyone other than the Owner and CMAR. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of the Owner and CMAR and not for the benefit of any other party.

6.28 COOPERATION AND FURTHER DOCUMENTATION

6.28.1 CMAR agrees to provide the Owner such other duly executed documents as may be reasonably requested by the Owner to implement the intent of this Agreement.

6.29 CONFLICT IN LANGUAGE

6.29.1 All Work or Deliverables performed shall conform to all applicable Owner codes, ordinances and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and any Exhibits, the provisions in this Agreement shall prevail.

6.30 CANCELLATION FOR CONFLICT OF INTEREST

6.30.1 All parties hereto acknowledge that this Agreement is subject to cancellation for conflict of interest by the Owner pursuant to the provisions of A.R.S. Section 38-511.

6.31 CONFIDENTIALITY OF PLANS & SPECIFICATIONS

6.31.1 Any plans or specifications received by CMAR regarding the Project are for official use only. CMAR may not share them with others except as required to fulfill Agreement obligations with the Owner.

6.32 NO BOYCOTT OF ISRAEL

6.32.1 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.

6.33 FORCED LABOR OF ETHNIC UYGHURS

6.33.1 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.

ARTICLE 7 - INSURANCE

CMAR shall procure and maintain for the duration of this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work or Deliverables hereunder by CMAR, its agents, representatives, employees, Subconsultants, Subcontractors, and/or Suppliers. Insurance requirements related to any construction Work done during the design phase or during the construction phase shall be defined in a separate Agreement associated with the construction phase. CMAR shall cause all Subcontracts to contain identical terms and conditions to those included in this Article.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants that might arise out of the performance of the Work or Deliverables under this Agreement by CMAR, its agents, representatives, employees, Subconsultants, Subcontractors, or Suppliers and CMAR is free to purchase such additional insurance as it may determine necessary.

7.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

7.1.1 CMAR shall provide coverage at least as broad and with limits of liability not less than those stated below.

7.1.1.1 Commercial General Liability-Occurrence Form

General Aggregate/per project	\$2,000,000/\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

7.1.1.2 Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles

Combined Single Limit Per Accident for Bodily Injury and Property Damage	\$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.**"

7.1.1.3 Workers Compensation and Employers Liability

CMAR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes.

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.

7.1.2 Self-Insured Retentions

Any self-insured retentions and deductibles greater than \$10,000 shall be declared to and approved by the Owner.

7.2 **OTHER INSURANCE REQUIREMENTS**

7.2.1 The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

7.2.1.1 The City, its officers, officials, agents, and employees, are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of CMAR, including the Owner's general supervision of CMAR; products and completed operations of CMAR; and automobiles owned, leased, hired, or borrowed by CMAR.

7.2.1.2 The Commercial General Liability Insurance shall contain broad form contractual liability coverage and shall not exclude liability arising out of the explosion, collapse, or underground hazard ("EXU").

7.2.1.3 The City, its officers, officials, agents, and employees shall be additional insureds to the full limits of liability purchased by CMAR, even if those limits of liability are in excess of those required by this Agreement. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B CG 20 10 11 85.

7.2.2 CMAR's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, and employees. Insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of CMAR's insurance and shall not contribute to it.

7.2.3 CMAR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The coverage provided by CMAR and its Subcontractors shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

7.2.4 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents, and employees for losses arising from Work performed for the Owner.

7.2.5 Workers' Compensation and Employers Liability policies are to contain, or be endorsed to contain, the following: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from work performed for the Owner.

7.3 **SUBCONTRACTOR INSURANCE**

7.3.1 CMAR's certificate(s) shall include all Subcontractors as insureds under its policies. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

7.4 NOTICE OF CANCELLATION

- 7.4.1 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

Patrick Brown
Purchasing Director
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
pbrown@flagstaffaz.gov

7.5 ACCEPTABILITY OF INSURERS

- 7.5.1 Insurance is to be placed with insurers duly licensed companies in the State of Arizona, and with an A.M. Best's rating of no less than A-,7, or as approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City. The Owner in no way warrants that the above required minimum insurer rating is sufficient to protect CMAR from potential insurer insolvency.

7.6 VERIFICATION OF COVERAGE

- 7.6.1 CMAR shall furnish the Owner, Certificates of Insurance (ACORD form or equivalent approved by the Owner) with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsement(s) that restricts or limits coverages shall be clearly noted on the Certificate of Insurance.
- 7.6.2 All certificates 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 the earlier of commencement of work under this Agreement or signing of 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 shall constitute a material breach of this Agreement.
- 7.6.3 All Certificates of Insurance required by this Agreement shall be sent directly to the Contracts Division. The Project Number and Project description shall be included on the Certificates of Insurance. The Owner reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

7.7 APPROVAL

- 7.7.1 Any modification or variation from the insurance requirements in this Agreement shall be approved by the City Attorney's Office, whose decision shall be final. Such action shall not require a formal Agreement amendment but may be made by administrative action.

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 _____.

CONSTRUCTION MANAGER AT RISK

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__

Late updated February 28,2024

EXHIBIT A – PROJECT DESCRIPTION

The Project is at 4500 Lake Mary Road in Flagstaff, Arizona and can be generally described as the rehabilitation, removal, and replacement of the major mechanical and electrical equipment associated with the sedimentation and flocculation basins at the Lake Mary Water Treatment Plant. This project will be delivered through the CMAR project delivery process.

The CMAR Design Phase or Preconstruction Services will primarily include reviewing and providing input on design, plans, schedules, quantities, costs estimates, subsurface utility investigations, and constructability in coordination with an Engineering Professional to assist in the preparation of comprehensive construction documents and develop a Project master schedule, cost models, and GMPs required for Project completion. The Scope of Work for the Design Phase or Preconstruction Services portion of the Project is attached hereto in the letter dated December 30, 2024.

The CMAR Construction Phase Services will generally consist of coordination with various stakeholders, Engineering Professional, and city staff while performing the construction of the Project. Refer to the attached construction documents and Addendums for the scope of work.

The final scope of the Project shall be based on the investigation and determination made in the preparation of the Project construction documents and recommendations by the Engineering Professional and Contractor who are selected for the Project.



CONSTRUCTION

December 30, 2024

Justin Emerick
City of Flagstaff
Water Services Project Manager
Project Number: WA 3372

Re: Pre-Construction Services Proposal – City of Flagstaff Lake Mary Sedimentation Basin Improvements

Dear Mr. Emerick,

PCL Construction respectfully submits for your review and approval, our pre-construction price proposal to perform the pre-construction services for the Lake Mary Sedimentation Basin Improvements Project, project number WA 3372.

Please find attached our price proposal of \$199,235.00 for the Lake Mary Sedimentation Basin Project.

This pre-construction proposal includes the following documents:

1. Price Summary
2. Deliverable Summary
3. Preliminary Schedule

Please do not hesitate to contact me if you have any questions or comments.

Best Regards,

PCL CONSTRUCTION, INC.

Michael T. Cox

Arizona Special Projects Preconstruction Manager

mtcox@pcl.com

Mobile: 480-353-8761

PCL CONSTRUCTION, INC.

1711 West Greentree Drive, Suite 201, Tempe, AZ 85284

Telephone: 480-829-6333 ♦ Fax: 480-829-8252 ♦ www.pcl.com

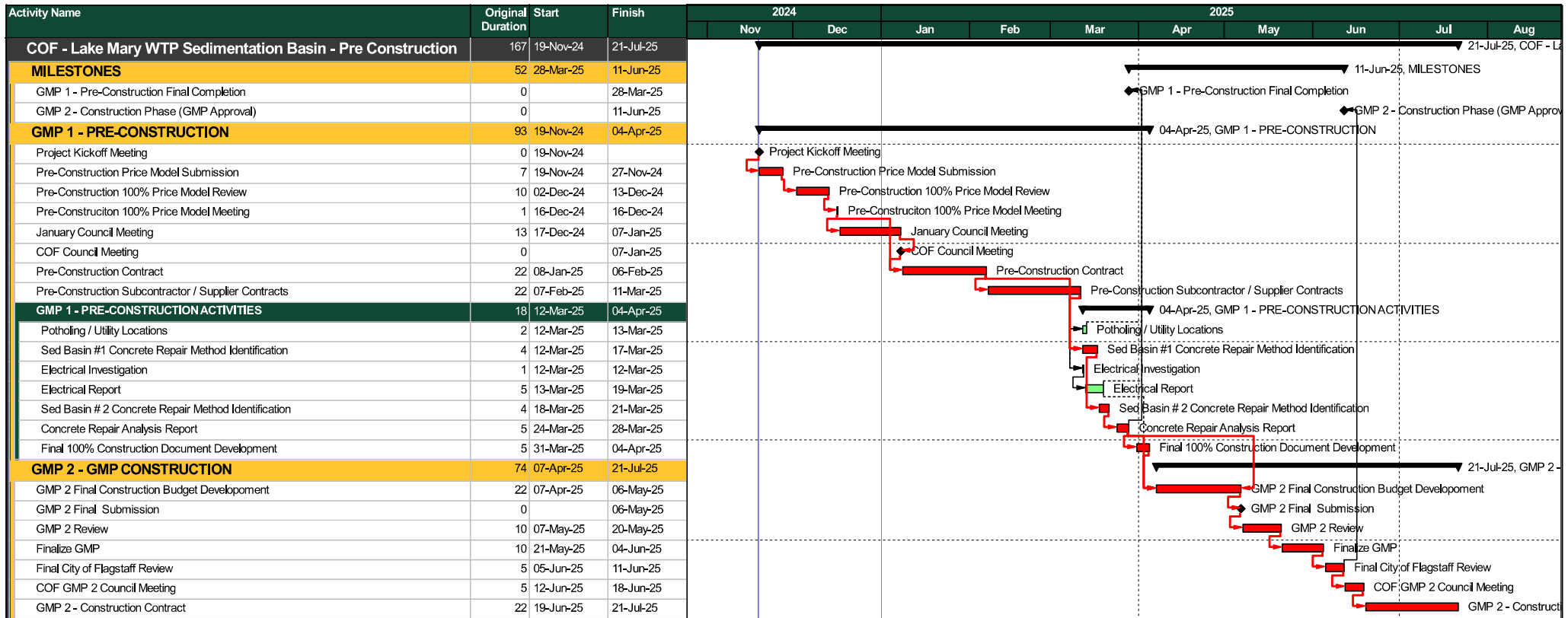
Equal Opportunity Employer



DELIVERABLES :

- Project Meetings :
 - Four (4) each project meetings (teams' meetings) – Project updates (Constructability / VE Development / Schedule workshops.
 - Subcontractor / Supplier Selection Plan
 - Includes two (2) each price model presentations (GMP's)
 - Includes two (2) site visits.
- Project Schedule
- GMP Developments
- Design Phase Allowance :
 - Potholing allowance: Includes labor, equipment, and materials for two days to conduct exploratory investigations for existing utility's locations. Includes 1 day of travel allowance.
 - Electrical design assistance allowance: Includes verifying routing of existing raceways, cable tray system and cable tray fill. Review of the Eaton 2100 MCC for VFD and review the RTU and layouts.
 - Concrete Repair Assessment Allowance
 - Includes two separate inspections – Estimated 4 days for Sedimentation Basin No. 1 and second inspection estimated 4 days for Sedimentation Basin No. 2
 - Includes PCL support for repair assessments which includes labor, equipment, material, and travel allowance.

Description	Construction Manager		Preconstruction Man.		Lead Estimator		Estimator		Project Manager		Superintendent		Total	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
PROJECT MEETINGS														
Monthly Project Meetings (4 ea) - Teams Meetings	8.00		8.00		8.00		0.00		8.00		8.00		40.00	
Price Model/GMP Presentations	8.00		8.00		8.00		0.00		8.00		8.00		40.00	
Site Visits (2 EA)	8.00		8.00		16.00		0.00		8.00		16.00		56.00	
Subtotal (Hours):	24.00		24.00		32.00		0.00		24.00		32.00		136.00	
Subtotal (Cost):	\$4,992		\$4,176		\$4,096		\$0		\$4,176		\$5,920		\$23,360	
PRECONSTRUCTION DELIVERABLES														
Project Schedule	2.00		16.00		8.00		0.00		16.00		8.00		50.00	
100% Budget (Includes Constructability/VE Development)	8.00		40.00		80.00		0.00		16.00		16.00		160.00	
Subcontractor/Supplier Selection Plan	2.00		16.00		16.00		0.00		2.00		2.00		38.00	
Early Procurement GMP Development	0.00		0.00		0.00		0.00		0.00		0.00		0.00	
GMP Development	8.00		40.00		80.00		0.00		24.00		24.00		176.00	
Subtotal (Hours):	20.00		112.00		184.00		0.00		58.00		50.00		424.00	
Subtotal (Cost):	\$4,160		\$19,488		\$23,552		\$0		\$10,092		\$9,250		\$66,542	
Totals (Hours):														
Totals (Hours):	44.00		136.00		216.00		0.00		82.00		82.00		478.00	
Total Hourly Rate:	\$208.00		\$174.00		\$128.00		\$105.00		\$174.00		\$185.00			
Total Design Phase Staff Costs:	\$9,152		\$23,664		\$27,648		\$0		\$14,268		\$15,170		\$89,902.00	
Electrical Design Assist Allowance													\$7,500.00	
Potholing Allowance													\$12,000.00	
Concrete Repair Assesment Allowance (Two Separate Inspections)													\$89,833.00	
Total Design Phase Allowance Costs:													\$109,333.00	
Total Preconstruction Services													\$199,235.00	



PCL CONSTRUCTION, INC.
CITY OF FLAGSTAFF - LAKE MARY WTP SEDIMENTATION BASIN
IMPROVEMENTS PRE-CONSTRUCTION

Data Date: 19-Nov-24
 Print Date: 25-Nov-24
 Page 1 of 1

- █ Actual Work
- █ Remaining Work
- █ Critical Remaining Work
- █ Remaining Level of Effort
- █ Actual Level of Effort
- ◆ Milestone
- Summary



EXHIBIT B – HOURLY RATE SCHEDULE

(See Attached Fee Sheet)

Description	Construction Manager		Preconstruction Man.		Lead Estimator		Estimator		Project Manager		Superintendent		Total	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
PROJECT MEETINGS														
Monthly Project Meetings (4 ea) - Teams Meetings	8.00		8.00		8.00		0.00		8.00		8.00		40.00	
Price Model/GMP Presentations	8.00		8.00		8.00		0.00		8.00		8.00		40.00	
Site Visits (2 EA)	8.00		8.00		16.00		0.00		8.00		16.00		56.00	
Subtotal (Hours):	24.00		24.00		32.00		0.00		24.00		32.00		136.00	
Subtotal (Cost):	\$4,992		\$4,176		\$4,096		\$0		\$4,176		\$5,920		\$23,360	
PRECONSTRUCTION DELIVERABLES														
Project Schedule	2.00		16.00		8.00		0.00		16.00		8.00		50.00	
100% Budget (Includes Constructability/VE Development)	8.00		40.00		80.00		0.00		16.00		16.00		160.00	
Subcontractor/Supplier Selection Plan	2.00		16.00		16.00		0.00		2.00		2.00		38.00	
Early Procurement GMP Development	0.00		0.00		0.00		0.00		0.00		0.00		0.00	
GMP Development	8.00		40.00		80.00		0.00		24.00		24.00		176.00	
Subtotal (Hours):	20.00		112.00		184.00		0.00		58.00		50.00		424.00	
Subtotal (Cost):	\$4,160		\$19,488		\$23,552		\$0		\$10,092		\$9,250		\$66,542	
Totals (Hours):	44.00		136.00		216.00		0.00		82.00		82.00		476.00	
Total Hourly Rate:	\$208.00		\$174.00		\$128.00		\$105.00		\$174.00		\$185.00			
Total Design Phase Staff Costs:	\$9,152		\$23,664		\$27,648		\$0		\$14,268		\$15,170		\$89,902.00	
Electrical Design Assist Allowance														\$7,500.00
Potholing Allowance														\$12,000.00
Concrete Repair Assesment Allowance (Two Separate Inspections)														\$89,833.00
Total Design Phase Allowance Costs:														\$109,333.00
Total Preconstruction Services														\$199,235.00

EXHIBIT C - SUBMITTAL REQUIREMENTS FOR THE GMPs

Submit an electronic/(PDF) GMP Proposal or Proposals to the Owner's Project Representative.

Table of Contents:

1. Scope of Work
2. Summary of the GMP
3. Schedule of Values
4. List of Plans and Specifications
5. List of Clarifications and Assumptions
6. Project Master Schedule

1. Scope of work

Include the Contract 2025-01, Project Name, and submittal date. Provide a brief description of the work to be performed by CMAR and major points that CMAR and the Owner shall be aware of pertaining to the scope.

2. Summary of the GMP

Include a total cost for each of the cost components of the GMP requested under this Agreement. The CMAR shall present this information in the format shown on the attached table. All costs should be listed individually for future use. The General Conditions Costs shall include a detailed breakdown of itemized costs separate but similar to the Schedule of Values.

3. Schedule of Values

Provide a summary spreadsheet with the estimated cost organized by subagreement categories, contingencies, general conditions, taxes, bonds, insurances, and construction fee. Additionally, provide supporting documents for the spreadsheet in an organized manner that correlates with the schedule of values. The backup information shall consist of the most current version of the Cost Model utilized to develop the GMP.

4. List of Plans and Specifications

Provide a list of plans and specifications with latest issuance date including all addenda used in preparation of the GMP proposal. This document must be date stamped and signed by CMAR.

5. List of Clarifications and Assumptions

Provide a list of the clarifications and assumptions made by CMAR in the preparation of the GMP proposal. This information is intended to supplement the information contained within other documents submitted to the Owner.

6. Project Master Schedule

Provide a Critical Path Method (CPM) diagram and other information to identify the Project Master Schedule.

(Do not acquire bond or insurance until notified by the Owner's Project Representative.)

NOTE: Keep the submittal package as simple as possible all on 8 ½ x 11 sheets. Color or shading shall be kept to a minimum. If used, make sure the color or shading shall not affect the reproduction of the submittal. For questions regarding the submittal requirements, please contact Emily Markel, Purchasing Manager (EMarkel@flagstaffaz.gov).

CITY OF FLAGSTAFF SAMPLE GMP SUMMARY TABLE

Contractor can choose to fill in table using percentages or flat rates.

A	B	D	E
ITEM DESCRIPTION			TOTAL
1	DIRECT COSTS		
2	COST OF THE WORK		\$ 8,000,000.00
3	INDIRECT COSTS		
4	GENERAL CONDITIONS COSTS (GCs) (Percentage of Cost of the Work)	10.00%	\$ 800,000.00
5	SUBTOTAL #1 - Cost of the work + GCs		\$ 8,800,000.00
6	CONSTRUCTION FEE (Fee) (Percentage of Subtotal #1)	5.68%	\$ 500,000.00
7	SUBTOTAL #2 - Cost of the work + GCs + Fee		\$ 9,300,000.00
8	PAYMENT & PERFORMANCE BONDS (Bonds) (Percentage of Subtotal #2)	1.08%	\$ 100,000.00
9	SUBTOTAL #3 - Cost of the work + GCs + Fee + Bonds		\$ 9,400,000.00
10	INSURANCE (Percentage of Subtotal #3)	0.85%	\$ 80,000.00
11	SUBTOTAL #4 - Cost of the work + GCs + Fee + Bonds + Insurance		\$ 9,480,000.00
12	SALES TAX (Percentage of Subtotal #4, Percentage = 65% x City of Flagstaff current tax rate)	5.82%	\$ 551,560.62
13			
14	CMAR CONTINGENCY (Percentage of Cost of the Work)	1.25%	\$ 100,000.00
15	GMP		\$ 10,131,560.62
16			
17	OWNER'S CONTINGENCY (Percentage of Cost of the Work)	2.50%	\$ 200,000.00
18	CONTRACT PRICE		\$ 10,331,560.62

Total Cost of the Schedule of Values

Percentage based on Cost of the Work (E5/E3)

Sum of E3 and E5

Percentage based on Subtotal #1 (E7/E6)

Sum of E6 and E7

Percentage based on Subtotal #2 (E9/E8)

Sum of E8 and E9

Percentage based on Subtotal #3 (E11/E10)

Sum of E10 and E11

Subtotal #4 multiplied by current tax rate x 0.65 (E12xD13)

Percentage based on Cost of the Work (E15/E3)

Sum of E12 through E15

Percentage based on Cost of the Work (E18/E3)

Sum of E17 and E18

Last Revised 5/9/2018

EXHIBIT D – MONTHLY ANTICIPATED ADVERSE WEATHER DAYS

CMAR will be entitled to a Contract Time extension if the actual adverse weather Days experienced during the Work exceed the anticipated adverse weather Days shown in Table 108.7.

TABLE 108.7 – MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS

MONTH	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS	7 days	7 days	8 days	6 days	4 days	3 days
AVERAGE MONTHLY PRECIPITATION	1.98"	1.96"	2.05"	1.84"	0.68"	0.51"
MONTHLY DAILY HIGH TEMPERATURE ≤32° F	5 days	3 days	2 days	0 days	0 days	0 days
MONTH	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS	12 day	11 days	7 days	5 days	5 days	6 days
AVERAGE MONTHLY PRECIPITATION	2.78"	2.68"	1.82"	1.52"	1.49"	1.90"
MONTHLY DAILY HIGH TEMPERATURE ≤ 32° F	0 days	0 days	0 days	0 days	1 day	5 days

The above schedule of anticipated adverse weather days establishes the base line for the project's monthly weather impacts, based on historical records, as recorded by the National Weather Service at Pulliam Airport, for precipitation in excess of 0.01 inch and daily high temperatures below 32° Fahrenheit.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Lee Williams, Interim Water Services Director
Co-Submitter: Cory Mueller
Date: 01/02/2025
Meeting Date: 01/07/2025



TITLE:

Consideration and Approval of Contract: Five (5) water and wastewater treatment chemical contracts in an amount not to exceed \$1,500,000.00

STAFF RECOMMENDED ACTION:

1. Approve and award five (5) water and wastewater treatment chemical contracts in an amount not to exceed \$1,500,000.00, annually that may be distributed between the following five vendors:
 1. DPC Enterprises, L.P. of Glendale
 2. Thatcher Company of Arizona
 3. Univar USA Inc. of Phoenix
 4. Hills Brothers Chemical Company of Phoenix
 5. Environmental Operating Solutions, Inc.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Water treatment chemicals are necessary for the effective operation of Flagstaff Water Service's treatment plants. These chemicals are critical to the treatment of water and wastewater in order to comply with State water quality regulations and to ensure the public's safety. These chemicals are unavailable in the City of Flagstaff and must be delivered. Bulk chemicals are purchased by each treatment plant on an as-needed basis based on the demand for potable water, reclaimed water, and the treatment of wastewater. These contracts also guarantee that participating vendors will supply Water Services with necessary quantities of these chemicals. The contracts with these five vendors are for a period of five (5) years with two (2) one (1) year renewals.

Financial Impact:

Project Name: Water and Wastewater Treatment Chemical Contracts
Cost: \$1,500,000.00
Account Number Budgeted:
Lake Mary Water Treatment Plant 202-08-301-1011-0-4362 \$408,200
Wildcat Hill Wastewater Treatment Plant 203-08-311-1111-0-4362 \$422,000, 203-08-311-1116-0-4362 \$144,000
Rio De Flag Water Reclamation Plant 203-08-312-1121-0-4362 \$40,935
Reclaim 204-08-321-1202-0-4362 \$75,000, 204-08-321-1203-0-4362 \$100,000

FY Budgeted Amount: \$1,190,135.00
Grant Funded: N/A
Funding Source: Enterprise

Policy Impact:
N/A

Previous Council Decision or Community Discussion:

N/A

Options and Alternatives to Recommended Action:

1. Award contracts with the five (5) vendors. Or:
2. Deny purchase of bulk chemicals which would require staff to constantly secure new prices for bulk chemicals for each individual purchase. This may lead to higher procurement costs, chemical unavailability and would make budgetary decisions more difficult.

Background and History:

Chemicals represent a large investment in the effective operation of the Water Services Division's treatment plants. Water Services use the following chemicals for the respective purposes:

- Chlorine is used for the disinfection of treated surface water, groundwater, wastewater, and reclaimed water.
- Sodium hydroxide (caustic soda) is used to raise the pH of treated surface water.
- Cationic polymers are used to assist in the removal of impurities in water & wastewater.
- Sodium bisulfite is used in the removal of chlorine from treated wastewater/reclaimed water.
- Natural Carbon source is used in the removal of excess nitrogen in the wastewater treatment process.

The recommended award was procured by Purchasing staff through a formal solicitation. An Invitation for Bid (IFB) was posted on PlanetBids from October 16, 2024, to November 12, 2024 and an advertisement was placed in The Arizona Daily Sun on October 19, 2024 & October 26, 2024. Five companies submitted bids: PVS DX, Hill Brothers Chemical, Univar Solutions, Thatcher, and Environmental Operating Solutions. After reviewing all the bids, all are considered to be responsive and responsible bidders.

Connection to PBB Priorities and Objectives:

- High Performing Governance: Serve the public by providing high quality customer service.
- Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Connection to Regional Plan:

- Goal WR.1: Maintain a sustainable water budget incorporating regional hydrology, ecosystem needs, and social and economic well-being.
- Goal WR.2: Manage a coordinated system of water, wastewater, and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources.
- Policy WR2.2: Maintain and develop facilities to provide reliable, safe, and cost effective water, wastewater, and reclaimed water services.
- 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.6: Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.

Connection to Carbon Neutrality Plan:

- WS-1: Improve water infrastructure and expand water reuse.

Connection to 10-Year Housing Plan:

N/A

Attachments: [PVS DX Contract](#)
[Thatcher Contract](#)
[EOS Contract](#)
[Univar Contract](#)
[Hill Brothers Contract](#)

COMMODITIES PURCHASE CONTRACT

Contract No. 2025-39

This Contract is made and entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and PVS DX INC., a Texas C Corporation, with principal address at 300 Jackson Hill St., Houston, TX 77007 ("Contractor").

WHEREAS, the City seeks a Contractor willing to sell it the commodity or commodities identified in the Commodity and Price List attached hereto as Exhibit A (the "Commodities"); and

WHEREAS, the Contractor is willing to sell the City the Commodities for the prices identified in the Commodity and Price List.

NOW THEREFORE, in consideration for the mutual promises herein, the Parties agree as follows:

1. General Description: **Water and Wastewater Treatment Chemicals**
2. Term and Renewal.
 - 2.1 Contract Term: The term is for a period of five (5) years unless terminated pursuant to the provisions of the Contract. The Contract will be effective as of the date signed by both parties. The City Council shall have the authorize to amend the contract term.
 - 2.2 Renewal: The Contract may be renewed or extended for up to two (2), one (1)- year additional terms by mutual written consent of the parties. The City Manager their designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
 - 2.3 Unilateral Extension: The Contract may be unilaterally extended by the City for one (1) 90-day period. The City Manager or their designee (the Purchasing Director) shall have the authority to approve the unilateral extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.
3. Commodities & Purchase Price.
 - 3.1 Price: During the term of this Contract, in an amount not to exceed (NTE) **one million five hundred thousand dollars and no cents (\$1,500,000.00), annually for the contract term** Contractor shall, in the quantities set forth in any purchase order that the City may submit to the Contractor under this Contract, sell to the City the Commodities at the prices stated in the Commodity and Price List attached hereto as Exhibit A and as identified in the Scope of Work attached hereto as Exhibit B. Unless otherwise stated in the Commodity and Price List, the City shall pay all taxes applicable to any purchase it makes under this Contract.
 - 3.2 Multiple Contracts: The City reserves the right to enter into multiple contracts as deemed in the best interest of the City. The not-to-exceed amount is the maximum amount and may be divided over multiple contracts, and The City does not guarantee a minimum number of orders with any particular Contractor.
 - 3.3 Price Adjustments: Price adjustments may be negotiated at the discretion of the City, annually, at the anniversary of the execution date of the Contract. Any request for a price increase must include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace.

3.4 Formal Amendment Required: 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 total amount of the Contract, as amended, is less than \$100,000; otherwise, City Council approval is required.

4. Invoicing and Payment after Delivery.

4.1 Payment: Unless otherwise stated in the Commodity and Price List, payment for the Commodities is due within thirty (30) days of the date of the Contractor's delivery of Commodities conforming to the Contract and receipt of the Contractor's invoice, whichever is later.

4.2 Invoice: Contractor should invoice the City by an itemized list of charges. The City's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

5. Commodities.

5.1 Quality: Contractor warrants that all Commodities supplied under the Contract will be new and free from defects in material or workmanship. The Commodities will conform to any statements made on the containers or labels or advertisements for the Commodities and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance, or use of Commodities shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

5.2 Continuity of Service: In the unforeseen event that due to supply disruptions or other factors, Contractor cannot deliver the Commodities pursuant to the terms of the Contract, Contractor shall make all **reasonable** efforts to ensure continuity of service. Contractor shall promptly notify the City upon identifying potential shortages and shall collaborate with the City to minimize disruptions in service, including, but not limited to, identifying alternative vendors to continue delivery of the Commodities under the same terms and conditions of this Contract.

5.3 Manufacturer's Warranties: Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the Commodities.

5.4 Delivery:

5.4.1 Contractor shall deliver the Commodities FOB destination to the City's receiving address as set forth in the relevant purchase order under the Contract. All transportation and handling charges shall be paid by the Contractor, unless the Parties agree otherwise in a writing signed by the Parties. Risk of loss of the Commodities will pass to the City upon Contractor's delivery of Commodities conforming to the Contract pursuant to a purchase order from the City under this Contract.

5.4.2 Contractor shall take all reasonable measures to ensure that any Commodities purchased under this Contract shall be delivered within thirty (30) days of the City's issuance of the relevant purchase order unless the Parties agree otherwise in writing. Contractor will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Contractor's reasonable control.

5.5 Default in One Installment to Constitute Total Breach: Contractor may not substitute nonconforming Commodities. Delivery of nonconforming Commodities, or a default of any nature, shall constitute a breach of the Contract as a whole.

6. Termination & Cancellation Clauses.

- 6.1 Non-Appropriation. 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 the City or Contractor.
- 6.2 For Convenience: The City may terminate the Contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination. If the Contract is so terminated, the City's only payment obligation under the Contract shall be for those commodities ordered prior to the effective date of the termination.
- 6.3 For Cause: The City may cancel the Contract for cause when the Contractor fails to perform its obligations by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the City will advise the Contractor in writing of the reasons why the City is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The Parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each Party individually.
- 6.4 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.
- 6.5 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 (3) years after its execution, without penalty or further liability to Contractor.

7. Governing Law and Venue, Attorneys' Fees, Public Records, and Inspection.

- 7.1 Governing Law and Venue: The Contract shall be governed by and construed in accordance with the Laws of the State of Arizona. In the event of litigation, exclusive venue arising under this Contract is Coconino County, Arizona.
- 7.2 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.
- 7.3 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.
- 7.4 Inspection: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

8. RESERVED.

9. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.

10. Indemnity: Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the City, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorneys' fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.
11. Assignment/Subcontracting: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the City.
12. Amendments: The terms of this Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without written approval of both parties through a formal written amendment. A "change order" is not a sufficient mechanism for amending the Contract.
13. 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, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.
14. Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants that it 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/or federal immigration laws and regulations shall constitute a material breach of the Contract. 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).
15. No Boycott of Israel: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if Contractor has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars (\$100,000), Contractor hereby certifies that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
16. Forced Labor of Ethnic Uyghurs: Contractor hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.
17. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City (Wastewater):
 Cory Mueller
 Water Services Supervisor
 City of Flagstaff
 211 W. Aspen Ave.
 Flagstaff, AZ 86001
 Email: cmueller@flagstaffaz.gov
 Phone: (928) 526-2422

To Contractor:
 Jack Ward
 PVS DX INC.
 300 Jackson Hill St.
 Houston, TX 77007
 Jward1@pvschemicals.com
 (303) 536-4000

To the City (Water Treatment):
Brian Huntzinger
Water Production Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: bhuntzinger@flagstaffaz.gov
Phone: (928) 774-0262

To the City (Water Treatment):
Lee Williams
Water Services Section Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: lwilliams@flagstaffaz.gov
Phone: (928) 213-2476

With a copy to:
Teddy Callan
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: teddy.callan@flagstaffaz.gov

18. 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.

PVS DX, INC.

CITY OF FLAGSTAFF

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

Notice to Proceed issued: _____, 20__

Last Updated August 28, 2024

EXHIBIT A - COMMODITY AND PRICE LIST

Unit Price

Chlorine, 150 lb. cylinders

Wastewater/Wildcat plant and Water/Lake Mary plant

Price per (cylinder)	\$267.00
Price per (lb.)	\$1.78
Freight	N/A
Total Bid Price per Pallet (16)	\$ 4,272.00
150 lb. cylinder Deposit	N/A
**Additional small load charges	N/A

Delivery is 5 days after receipt of order (ARO)

Can you meet this delivery time? (Y/N)	Yes
--	-----

Chlorine, 2,000 lb. cylinders

Wastewater/Wildcat plant and Water/Lake Mary plant

Price per (cylinder)	\$2,249.00
Price per (lb.)	\$1.1245
Freight	N/A
Total Bid Price per cylinder	\$2,249.00
2,000 lb. cylinder Deposit	N/A
**Additional small load charges	N/A

Delivery is 5 days after receipt of order (ARO)

Can you meet this delivery time? (Y/N)	Yes
--	-----

Liquid Cationic Polymer (wastewater solids treatment)(20% active)

Wastewater/Wildcat plant

Price per Pound (Disc Thickener solids)	No Bid
Price per Pound (Geo Bag solids)	
Freight	
Total Bid Price per Tote (Disc Thickener)	No Bid
Delivery of polymer after receipt of order (ARO) is:	

Liquid Cationic Polymer (wastewater treatment)(20% active)

Wastewater/Wildcat plant

Price per Pound (Geo Bag)	No Bid
---------------------------	--------

Freight	
Total Bid Price per Tote (Geo Bag)	No Bid

Delivery of polymer after receipt of order (ARO) is:	
--	--

Sodium Bisulfite 40%, 300 gal. tote

Wastewater/Wildcat plant

Price per (Tote)	No Bid
Freight	
Total Bid Price	No Bid
Tote deposit	
**Additional small load charges	

Delivery of Bisulfite after receipt of order (ARO) is:	
--	--

Sodium Bisulfite 40%, Bulk/Gal.

Wastewater/Wildcat plant

Price per (Gal.)	No Bid
Freight	
Tax	
Total Bid Price	No Bid
**Additional small load charges	

Delivery of Bisulfite after receipt of order (ARO) is:	
--	--

12.5% Sodium Hypochlorite (liquid bleach)

Wastewater/Rio plant

Price per lb./gal.	\$2.74 gal
Freight	Included
Total Bid per load	@2,000 gallons o \$5,480.00
**Additional small load charges	+ 5% for loads smaller than ab \$2.877 gal

Sodium Hydroxide (25%)

Water/Lake Mary plant

Price per lb.	No Bid
Freight	

Total Bid per load (4500 gal.)	No Bid
**Additional small load charges	

Natural/Organic Carbon Source

Wastewater/Wildcat plant

Price per gallon	No Bid
Freight	
Total Bid per load (4500 gal.)	No Bid
**Additional small load charges	

Miscellaneous charges

*If miscellaneous charges apply, please state what item number they apply to, and what the charges are for. In addition, if you will be charging a delivery fee/freight fee/fuel fee, please include that information here.

(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)

“A 30-day notification is requested (required) for any price changes during the contract period.”

EXHIBIT B – SCOPE OF WORK

WATER AND WASTEWATER TREATMENT CHEMICALS SPECIFICATIONS/REQUIREMENTS

Compliance:

Contractor must disclose the intent to provide any chemicals or chemical raw materials that will be supplied through this Contract that originate in a country other than the United States. Preference has been given to those manufactured or mined in the United States. Contractor shall notify the City of Flagstaff (“City”) Wastewater Treatment Manager and the Water Production Manager prior to shipment of any country of origin changes in order to obtain prior approval. Contractor will be required to certify that each shipment meets the requirements stated above by lot or batch number and provide test or inspection results if requested.

Tanker trucks used to transport chemicals that are not dedicated for the specific chemical must have documentation that only chemicals meeting ANSI/NSF Standard 60 have been transported in the tanker. In addition, Quality Assurance/Quality Control cleaning and inspection documentation must be presented with each delivery on a non-dedicated tanker. This documentation must be available for inspection upon delivery and will be reviewed by City personnel for compliance before acceptance of delivery. Washing and inspection procedures for non-dedicated tankers must be supplied as part of the response to this bid. The City reserves the right to draw random samples for testing by an independent laboratory experienced in this type of testing.

SHOULD ANY BATCH TESTED NOT BE IN COMPLIANCE WITH AMERICAN WATERWORKS ASSOCIATION (AWWA) SPECIFICATIONS AND STANDARDS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Replace all unused portions of the non-compliant shipment without cost to the City, including delivery charges.
2. Reimburse the City for the cost of all quantities consumed prior to replacement.
3. In the event of damage or contamination to the water treatment equipment, reimburse the City for the cost to replace parts damaged or contaminated as a result of the non-compliant product, including the burdened labor rate for all worker hours required to correct the damage.

CHEMICAL SPECIFICATIONS AND DELIVERY REQUIREMENTS:

1. Chlorine:

- 1.1 Form: Gas, approximately 100% chlorine.
- 1.2 How Shipped: 150-pound cylinders & 1 Ton (2000 lb.) Containers. Must have lift gate for cylinders.
- 1.3 Estimated Annual Usage:
 - 1.3.1 104 - 150-pound cylinders: Delivered to Lake Mary
 - 1.3.2 92 – 1 ton containers: Delivered to the Wildcat Wastewater and Lake Mary WTP
- 1.4 Delivery: Maximum of 10 days after receipt of order (ARO).
- 1.5 In the event of a tank or valve issue, include your emergency response plan to aid the City during the emergency.
- 1.6 General Note: Chlorine shall meet ANSI/NSF 60.

2. Liquid Cationic Polymer (Disc Thickener and Geo Bags):

- 2.1 Minimum Quantity per Order: one – 275-gallon totes.
- 2.2 Estimated Annual Usage: twenty-six – 275 Gallon totes to be delivered to the Wildcat Wastewater Treatment Plant.
- 2.3 Function of Product: The product will be used as a versatile coagulant.
- 2.4 Product Used in the past: T-floc 2802 for Geobags. And T-floc 2810 for Disc Thickener.
- 2.5 Delivery: Maximum of 5 days after receipt of order (ARO).
- 2.6 Vendor Requirements: Provide information on the presence and quantity of epichlorohydrin and acrylamide in products bid.
- 2.7 Primary use of the product shall be as a coagulant for wastewater sludge.
- 2.8 Product shall be chlorine-resistant and effective over a broad, varied pH range.
- 2.9 Product shall be capable of being diluted for optimum use and shall produce a compact, easily dewatered sludge at all dilutions.
- 2.10 Product shall be capable of feeding "neat" or to a dilution of 1%.

3. Sodium Hypochlorite:

- 3.1 Form: Liquid, approximately 12.5% Sodium Hypochlorite.
- 3.2 How Shipped: Bulk shipment
- 3.3 Minimum Quantity Per Order: 2000 gals
- 3.4 Estimated Annual Usage: 48,000 Gals.
- 3.5 Delivery: To Rio de Flag - Maximum of 10 days after receipt of order (ARO).
- 3.6 General Note: Chlorine shall meet ANSI/NSF 60.

4. Sodium Hydroxide 25%:

- 4.1 Form: Liquid, approximately 25% Sodium Hydroxide.
- 4.2 How Shipped: Bulk shipment
- 4.3 Minimum Quantity Per Order: 4,500 gals
- 4.4 Estimated Annual Usage: 18,000 Gals.
- 4.5 Delivery: To Lake Mary WTP - Maximum of 10 days after receipt of order (ARO).
- 4.6 General Note: Sodium hydroxide shall meet ANSI/NSF 60.

5. Sodium Bisulfite 40%:

- 1.1 Form: Liquid, approximately 40% Sodium Bisulfite.
- 1.2 How Shipped: Totes or Bulk shipment
- 1.3 Minimum Quantity Per Order: 2400 gallons
- 1.4 Estimated Annual Usage: 65,000 Gals.
- 1.5 Delivery: To Wildcat Hill WRP - Maximum of 10 days after receipt of order (ARO).
- 1.6 General Note: Sodium bisulfite shall meet ANSI/NSF 60.

6. Natural/Organic Carbon Source:

- 6.1 Form: Natural carbon-based liquid.
- 6.2 How Shipped: Bulk shipment
- 6.3 Minimum Quantity Per Order: 3,500 gallons - To be determined based on tank capacity.
- 6.4 Estimated Annual Usage: Typically ordered once per year when the bulk tank is low.
- 6.5 Delivery: Maximum of 10 days after receipt of order (ARO).
- 6.6 General Note: The product must be suitable for use as a carbon source for denitrification processes and meet all applicable standards.

Three Delivery Points for chemical delivery:

Wildcat Hill Wastewater Treatment Plant
2800 N. El Paso Flagstaff Road
Flagstaff, AZ 86004
(928) 213-2425

Rio de Flag Wastewater Treatment Plant
600 S. Babbitt Dr.
Flagstaff, AZ 86001
(928) 213-2414

Lake Mary Water Treatment Plant
4500 S Lake Mary Rd.
Flagstaff, AZ 86005
(928) 213-2450

COMMODITIES PURCHASE CONTRACT

Contract No. 2025-39

This Contract is made and entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Thatcher Company of Arizona, INC., a Utah S Corporation with principal address at PO Box 27407, Salt Lake City, UT 84127 ("Contractor").

WHEREAS, the City seeks a Contractor willing to sell it the commodity or commodities identified in the Commodity and Price List attached hereto as Exhibit A (the "Commodities"); and

WHEREAS, the Contractor is willing to sell the City the Commodities for the prices identified in the Commodity and Price List.

NOW THEREFORE, in consideration for the mutual promises herein, the Parties agree as follows:

1. General Description: **Water and Wastewater Treatment Chemicals**
2. Term and Renewal.
 - 2.1 Contract Term: The term is for a period of five (5) years unless terminated pursuant to the provisions of the Contract. The Contract will be effective as of the date signed by both parties. The City Council shall have the authorize to amend the contract term.
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 - 2.3 Unilateral Extension: The Contract may be unilaterally extended by the City for one (1) 90-day period. The City Manager or their designee (the Purchasing Director) shall have the authority to approve the unilateral extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.
3. Commodities & Purchase Price.
 - 3.1 Price: During the term of this Contract, in an amount not to exceed (NTE) **one million five hundred thousand dollars and no cents (\$1,500,000.00), annually for the contract term** Contractor shall, in the quantities set forth in any purchase order that the City may submit to the Contractor under this Contract, sell to the City the Commodities at the prices stated in the Commodity and Price List attached hereto as *Exhibit A* and as identified in the Scope of Work attached hereto as *Exhibit B*. Unless otherwise stated in the Commodity and Price List, the City shall pay all taxes applicable to any purchase it makes under this Contract.
 - 3.2 Multiple Contracts: The City reserves the right to enter into multiple contracts as deemed in the best interest of the City. The not-to-exceed amount is the maximum amount and may be divided over multiple contracts, and The City does not guarantee a minimum number of orders with any particular Contractor.
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5.2 Continuity of Service: In the unforeseen event that due to supply disruptions or other factors, Contractor cannot deliver the Commodities pursuant to the terms of the Contract, Contractor shall make all **reasonable** efforts to ensure continuity of service. Contractor shall promptly notify the City upon identifying potential shortages and shall collaborate with the City to minimize disruptions in service, including, but not limited to, identifying alternative vendors to continue delivery of the Commodities under the same terms and conditions of this Contract.

5.3 Manufacturer's Warranties: Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the Commodities.

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5.4.1 Contractor shall deliver the Commodities FOB destination to the City's receiving address as set forth in the relevant purchase order under the Contract. All transportation and handling charges shall be paid by the Contractor, unless the Parties agree otherwise in a writing signed by the Parties. Risk of loss of the Commodities will pass to the City upon Contractor's delivery of Commodities conforming to the Contract pursuant to a purchase order from the City under this Contract.

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- 6.2 For Convenience: The City may terminate the Contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination. If the Contract is so terminated, the City's only payment obligation under the Contract shall be for those commodities ordered prior to the effective date of the termination.
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- 6.4 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.
- 6.5 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 (3) years after its execution, without penalty or further liability to Contractor.

7. Governing Law and Venue, Attorneys' Fees, Public Records, and Inspection.

- 7.1 Governing Law and Venue: The Contract shall be governed by and construed in accordance with the Laws of the State of Arizona. In the event of litigation, exclusive venue arising under this Contract is Coconino County, Arizona.
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- 7.3 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.
- 7.4 Inspection: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

- 8. Cooperative Use: If Contractor agreed during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell the Commodities identified on the Commodity and Price List to any member of a cooperative group under the same pricing, terms, and conditions of the Contract awarded to the Contractor.

9. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.
10. Indemnity: Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the City, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorneys' fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.
11. Assignment/Subcontracting: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the City.
12. Amendments: The terms of this Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without written approval of both parties through a formal written amendment. A "change order" is not a sufficient mechanism for amending the Contract.
13. 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, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.
14. Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants that it 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/or federal immigration laws and regulations shall constitute a material breach of the Contract. 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).
15. No Boycott of Israel: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if Contractor has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars (\$100,000), Contractor hereby certifies that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
16. Forced Labor of Ethnic Uyghurs: Contractor hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.
17. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City (Wastewater):
 Cory Mueller
 Water Services Supervisor
 City of Flagstaff
 211 W. Aspen Ave.
 Flagstaff, AZ 86001
 Email: cmueller@flagstaffaz.gov
 Phone: (928) 526-2422

To Contractor:
 Wendy Richmond
 PO Box 27407
 Salt Lake City, UT 84127-0407
 Wendy.richmond@tchem.com
 (801) 924-3441

To the City (Water Treatment):
Brian Huntzinger
Water Production Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: bhuntzinger@flagstaffaz.gov
Phone: (928) 774-0262

To the City (Water Treatment):
Lee Williams
Water Services Section Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: lwilliams@flagstaffaz.gov
Phone: (928) 213-2476

With a copy to:
Teddy Callan
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: teddy.callan@flagstaffaz.gov

18. 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.

THATCHER COMPANY OF ARIZONA, INC.:

CITY OF FLAGSTAFF

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

Notice to Proceed issued: _____, 20__

Last Updated August 28, 2024

EXHIBIT A - COMMODITY AND PRICE LIST

Unit Price

Chlorine, 150 lb. cylinders

Wastewater/Wildcat plant and Water/Lake Mary plant

Price per (cylinder)	\$ 322.50
Price per (lb.)	\$ 2.15
Freight	\$ 1,556.52
Total Bid Price per Pallet (16)	\$ 6,716.52
150 lb. cylinder Deposit	\$ 350.00
**Additional small load charges	\$ 1,000.00

Delivery is 5 days after receipt of order (ARO)

Can you meet this delivery time? (Y/N)	Y
--	---

Chlorine, 2,000 lb. cylinders

Wastewater/Wildcat plant and Water/Lake Mary plant

Price per (cylinder)	\$ 2,500.00
Price per (lb.)	\$ 1.25
Freight	\$ 1,556.52
Total Bid Price per cylinder	\$ 4,056.52
2,000 lb. cylinder Deposit	\$ 2,500.00
**Additional small load charges	\$ 1,000.00

Delivery is 5 days after receipt of order (ARO)

Can you meet this delivery time? (Y/N)	Y
--	---

Liquid Cationic Polymer (wastewater solids treatment)(20% active)

Wastewater/Wildcat plant

Price per Pound (Disc Thickener solids)	\$ 2.12
Price per Pound (Geo Bag solids)	\$ 2.12
Freight	included
Total Bid Price per Tote (Disc Thickener)	\$ 4,876.00
Delivery of polymer after receipt of order (ARO) is:	10 days

Liquid Cationic Polymer (wastewater treatment)(20% active)

Wastewater/Wildcat plant

Price per Pound (Geo Bag)	\$ 2.12
Freight	included
Total Bid Price per Tote (Geo Bag)	\$ 4,876.00
Delivery of polymer after receipt of order (ARO) is:	10 days

Sodium Bisulfite 40%, 300 gal. tote

Wastewater/Wildcat plant

Price per (Tote)	2430
Freight	737.17
Total Bid Price	3167.17

Tote deposit	non-returnable totes
**Additional small load charges	0

Delivery of Bisulfite after receipt of order (ARO) is:	7 days
--	--------

Sodium Bisulfite 40%, Bulk/Gal.

Wastewater/Wildcat plant

Price per (Gal.)	2.03
Freight	2094.7
Tax (if applicable)	9.18%
Total Bid Price (based on 4000 gal and tax as per above)	\$11,152.41
**Additional small load charges	same freight regardless of order size

Delivery of Bisulfite after receipt of order (ARO) is:	7 days
--	--------

12.5% Sodium Hypochlorite (liquid bleach)

Wastewater/Rio plant

Price per lb./gal.	\$0.273/lb. or \$2.72/gal
Freight	\$ 1,556.52
Total Bid per load (based on 4000 gal)	\$11,035.52
**Additional small load charges	0

Sodium Hydroxide (25%)

Water/Lake Mary plant

Price per lb.	0.13
Freight	\$ 1,556.52
Total Bid per load (4500 gal.)	7792.62
**Additional small load charges	0

Natural/Organic Carbon Source

Wastewater/Wildcat plant

Price per gallon	NO BID
Freight	NO BID
Total Bid per load (4500 gal.)	NO BID
**Additional small load charges	

Miscellaneous charges

*If miscellaneous charges apply, please state what item number they apply to, and what the charges are for. In addition, if you will be charging a delivery fee/freight fee/fuel fee, please include that information here.

(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)

“A 30-day notification is requested (required) for any price changes during the contract period.”

EXHIBIT B – SCOPE OF WORK

WATER AND WASTEWATER TREATMENT CHEMICALS SPECIFICATIONS/REQUIREMENTS

Compliance:

Contractor must disclose the intent to provide any chemicals or chemical raw materials that will be supplied through this Contract that originate in a country other than the United States. Preference has been given to those manufactured or mined in the United States. Contractor shall notify the City of Flagstaff (“City”) Wastewater Treatment Manager and the Water Production Manager prior to shipment of any country of origin changes in order to obtain prior approval. Contractor will be required to certify that each shipment meets the requirements stated above by lot or batch number and provide test or inspection results if requested.

Tanker trucks used to transport chemicals that are not dedicated for the specific chemical must have documentation that only chemicals meeting ANSI/NSF Standard 60 have been transported in the tanker. In addition, Quality Assurance/Quality Control cleaning and inspection documentation must be presented with each delivery on a non-dedicated tanker. This documentation must be available for inspection upon delivery and will be reviewed by City personnel for compliance before acceptance of delivery. Washing and inspection procedures for non-dedicated tankers must be supplied as part of the response to this bid. The City reserves the right to draw random samples for testing by an independent laboratory experienced in this type of testing.

SHOULD ANY BATCH TESTED NOT BE IN COMPLIANCE WITH AMERICAN WATERWORKS ASSOCIATION (AWWA) SPECIFICATIONS AND STANDARDS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Replace all unused portions of the non-compliant shipment without cost to the City, including delivery charges.
2. Reimburse the City for the cost of all quantities consumed prior to replacement.
3. In the event of damage or contamination to the water treatment equipment, reimburse the City for the cost to replace parts damaged or contaminated as a result of the non-compliant product, including the burdened labor rate for all worker hours required to correct the damage.

CHEMICAL SPECIFICATIONS AND DELIVERY REQUIREMENTS:

1. Chlorine:

- 1.1 Form: Gas, approximately 100% chlorine.
- 1.2 How Shipped: 150-pound cylinders & 1 Ton (2000 lb.) Containers. Must have lift gate for cylinders.
- 1.3 Estimated Annual Usage:
 - 1.3.1 104 - 150-pound cylinders: Delivered to Lake Mary
 - 1.3.2 92 – 1 ton containers: Delivered to the Wildcat Wastewater and Lake Mary WTP
- 1.4 Delivery: Maximum of 10 days after receipt of order (ARO).
- 1.5 In the event of a tank or valve issue, include your emergency response plan to aid the City during the emergency.
- 1.6 General Note: Chlorine shall meet ANSI/NSF 60.

2. Liquid Cationic Polymer (Disc Thickener and Geo Bags):

- 2.1 Minimum Quantity per Order: one – 275-gallon totes.
- 2.2 Estimated Annual Usage: twenty-six – 275 Gallon totes to be delivered to the Wildcat Wastewater Treatment Plant.
- 2.3 Function of Product: The product will be used as a versatile coagulant.
- 2.4 Product Used in the past: T-floc 2802 for Geobags. And T-floc 2810 for Disc Thickener.
- 2.5 Delivery: Maximum of 5 days after receipt of order (ARO).
- 2.6 Vendor Requirements: Provide information on the presence and quantity of epichlorohydrin and acrylamide in products bid.
- 2.7 Primary use of the product shall be as a coagulant for wastewater sludge.
- 2.8 Product shall be chlorine-resistant and effective over a broad, varied pH range.
- 2.9 Product shall be capable of being diluted for optimum use and shall produce a compact, easily dewatered sludge at all dilutions.
- 2.10 Product shall be capable of feeding "neat" or to a dilution of 1%.

3. Sodium Hypochlorite:

- 3.1 Form: Liquid, approximately 12.5% Sodium Hypochlorite.
- 3.2 How Shipped: Bulk shipment
- 3.3 Minimum Quantity Per Order: 2000 gals
- 3.4 Estimated Annual Usage: 48,000 Gals.
- 3.5 Delivery: To Rio de Flag - Maximum of 10 days after receipt of order (ARO).
- 3.6 General Note: Chlorine shall meet ANSI/NSF 60.

4. Sodium Hydroxide 25%:

- 4.1 Form: Liquid, approximately 25% Sodium Hydroxide.
- 4.2 How Shipped: Bulk shipment
- 4.3 Minimum Quantity Per Order: 4,500 gals
- 4.4 Estimated Annual Usage: 18,000 Gals.
- 4.5 Delivery: To Lake Mary WTP - Maximum of 10 days after receipt of order (ARO).
- 4.6 General Note: Sodium hydroxide shall meet ANSI/NSF 60.

5. Sodium Bisulfite 40%:

- 1.1 Form: Liquid, approximately 40% Sodium Bisulfite.
- 1.2 How Shipped: Totes or Bulk shipment
- 1.3 Minimum Quantity Per Order: 2400 gallons
- 1.4 Estimated Annual Usage: 65,000 Gals.
- 1.5 Delivery: To Wildcat Hill WRP - Maximum of 10 days after receipt of order (ARO).
- 1.6 General Note: Sodium bisulfite shall meet ANSI/NSF 60.

6. Natural/Organic Carbon Source:

- 6.1 Form: Natural carbon-based liquid.
- 6.2 How Shipped: Bulk shipment
- 6.3 Minimum Quantity Per Order: 3,500 gallons - To be determined based on tank capacity.
- 6.4 Estimated Annual Usage: Typically ordered once per year when the bulk tank is low.
- 6.5 Delivery: Maximum of 10 days after receipt of order (ARO).
- 6.6 General Note: The product must be suitable for use as a carbon source for denitrification processes and meet all applicable standards.

Three Delivery Points for chemical delivery:

Wildcat Hill Wastewater Treatment Plant
2800 N. El Paso Flagstaff Road
Flagstaff, AZ 86004
(928) 213-2425

Rio de Flag Wastewater Treatment Plant
600 S. Babbitt Dr.
Flagstaff, AZ 86001
(928) 213-2414

Lake Mary Water Treatment Plant
4500 S Lake Mary Rd.
Flagstaff, AZ 86005
(928) 213-2450

COMMODITIES PURCHASE CONTRACT

Contract No. 2025-39

This Contract is made and entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Environmental Operating Solutions, Inc., a Massachusetts C Corporation with principal address at 53 Portside Drive, Pocasset, MA 02559 ("Contractor").

WHEREAS, the City seeks a Contractor willing to sell it the commodity or commodities identified in the Commodity and Price List attached hereto as Exhibit A (the "Commodities"); and

WHEREAS, the Contractor is willing to sell the City the Commodities for the prices identified in the Commodity and Price List.

NOW THEREFORE, in consideration for the mutual promises herein, the Parties agree as follows:

1. General Description: Water and Wastewater Treatment Chemicals
2. Term and Renewal.
 - 2.1 Contract Term: The term is for a period of five (5) years unless terminated pursuant to the provisions of the Contract. The Contract will be effective as of the date signed by both parties. The City Council shall have the authorize to amend the contract term.
 - 2.2 Renewal: The Contract may be renewed or extended for up to two (2), one (1) year additional terms by mutual written consent of the parties. The City Manager their designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
 - 2.3 Unilateral Extension: The Contract may be unilaterally extended by the City for one (1) 90-day period. The City Manager or their designee (the Purchasing Director) shall have the authority to approve the unilateral extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.
3. Commodities & Purchase Price.
 - 3.1 Price: During the term of this Contract, in an amount not to exceed (NTE) **one million five hundred thousand dollars and no cents (\$1,500,000.00), annually for the contract term** Contractor shall, in the quantities set forth in any purchase order that the City may submit to the Contractor under this Contract, sell to the City the Commodities at the prices stated in the Commodity and Price List attached hereto as *Exhibit A* and as identified in the Scope of Work attached hereto as *Exhibit B*. Unless otherwise stated in the Commodity and Price List, the City shall pay all taxes applicable to any purchase it makes under this Contract.
 - 3.2 Multiple Contracts: The City reserves the right to enter into multiple contracts as deemed in the best interest of the City. The not-to-exceed amount is the maximum amount and may be divided over multiple contracts, and The City does not guarantee a minimum number of orders with any particular Contractor.
 - 3.3 Price Adjustments: Price adjustments may be negotiated at the discretion of the City, annually, at the anniversary of the execution date of the Contract. Any request for a price increase must include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace.

3.4 Formal Amendment Required: 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 total amount of the Contract, as amended, is less than \$100,000; otherwise, City Council approval is required.

4. Invoicing and Payment after Delivery.

4.1 Payment: Unless otherwise stated in the Commodity and Price List, payment for the Commodities is due within thirty (30) days of the date of the Contractor's delivery of Commodities conforming to the Contract and receipt of the Contractor's invoice, whichever is later.

4.2 Invoice: Contractor should invoice the City by an itemized list of charges. The City's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

5. Commodities.

5.1 Quality: Contractor warrants that all Commodities supplied under the Contract will be new and free from defects in material or workmanship. The Commodities will conform to any statements made on the containers or labels or advertisements for the Commodities and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance, or use of Commodities shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

5.2 Continuity of Service: In the unforeseen event that due to supply disruptions or other factors, Contractor cannot deliver the Commodities pursuant to the terms of the Contract, Contractor shall make all **reasonable** efforts to ensure continuity of service. Contractor shall promptly notify the City upon identifying potential shortages and shall collaborate with the City to minimize disruptions in service, including, but not limited to, identifying alternative vendors to continue delivery of the Commodities under the same terms and conditions of this Contract.

5.3 Manufacturer's Warranties: Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the Commodities.

5.4 Delivery:

5.4.1 Contractor shall deliver the Commodities FOB destination to the City's receiving address as set forth in the relevant purchase order under the Contract. All transportation and handling charges shall be paid by the Contractor, unless the Parties agree otherwise in a writing signed by the Parties. Risk of loss of the Commodities will pass to the City upon Contractor's delivery of Commodities conforming to the Contract pursuant to a purchase order from the City under this Contract.

5.4.2 Contractor shall take all reasonable measures to ensure that any Commodities purchased under this Contract shall be delivered within thirty (30) days of the City's issuance of the relevant purchase order unless the Parties agree otherwise in writing. Contractor will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Contractor's reasonable control.

5.5 Default in One Installment to Constitute Total Breach: Contractor may not substitute nonconforming Commodities. Delivery of nonconforming Commodities, or a default of any nature, shall constitute a breach of the Contract as a whole.

6. Termination & Cancellation Clauses.

- 6.1 Non-Appropriation. 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 the City or Contractor.
- 6.2 For Convenience: The City may terminate the Contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination. If the Contract is so terminated, the City's only payment obligation under the Contract shall be for those commodities ordered prior to the effective date of the termination.
- 6.3 For Cause: The City may cancel the Contract for cause when the Contractor fails to perform its obligations by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the City will advise the Contractor in writing of the reasons why the City is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The Parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each Party individually.
- 6.4 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.
- 6.5 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 (3) years after its execution, without penalty or further liability to Contractor.

7. Governing Law and Venue, Attorneys' Fees, Public Records, and Inspection.

- 7.1 Governing Law and Venue: The Contract shall be governed by and construed in accordance with the Laws of the State of Arizona. In the event of litigation, exclusive venue arising under this Contract is Coconino County, Arizona.
- 7.2 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.
- 7.3 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.
- 7.4 Inspection: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

8. RESERVED.

9. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.

10. Indemnity: Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the City, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorneys' fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.
11. Assignment/Subcontracting: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the City.
12. Amendments: The terms of this Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without written approval of both parties through a formal written amendment. A "change order" is not a sufficient mechanism for amending the Contract.
13. 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, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.
14. Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants that it 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/or federal immigration laws and regulations shall constitute a material breach of the Contract. 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).
15. No Boycott of Israel: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if Contractor has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars (\$100,000), Contractor hereby certifies that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
16. Forced Labor of Ethnic Uyghurs: Contractor hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.
17. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City (Wastewater):

Cory Mueller
Water Services Supervisor
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: cmueller@flagstaffaz.gov
Phone: (928) 526-2422

To Contractor:

Samuel Ledwell
President
Environmental Operating Solutions, Inc.
53 Portside Drive
Pocasset, MA 02559
Samuel.ledwell@microc.com

To the City (Water Treatment):
Brian Huntzinger
Water Production Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: bhuntzinger@flagstaffaz.gov
Phone: (928) 774-0262

To the City (Water Treatment):
Lee Williams
Water Services Section Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: lwilliams@flagstaffaz.gov
Phone: (928) 213-2476

With a copy to:
Teddy Callan
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: teddy.callan@flagstaffaz.gov

18. 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.

ENVIRONMENTAL OPERATING
SOLUTIONS, INC.

CITY OF FLAGSTAFF

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

Notice to Proceed issued: _____, 20__

Last Updated August 28, 2024

EXHIBIT A - COMMODITY AND PRICE LIST

Unit Price

Chlorine, 150 lb. cylinders

Wastewater/Wildcat plant and Water/Lake Mary plant

Price per (cylinder)	no bid
Price per (lb.)	no bid
Freight	no bid
Total Bid Price per Pallet (16)	no bid
150 lb. cylinder Deposit	no bid
**Additional small load charges	no bid
Delivery is 5 days after receipt of order (ARO)	
Can you meet this delivery time? (Y/N)	

Chlorine, 2,000 lb. cylinders

Wastewater/Wildcat plant and Water/Lake Mary plant

Price per (cylinder)	no bid
Price per (lb.)	no bid
Freight	no bid
Total Bid Price per cylinder	no bid
2,000 lb. cylinder Deposit	no bid
**Additional small load charges	no bid
Delivery is 5 days after receipt of order (ARO)	
Can you meet this delivery time? (Y/N)	

Liquid Cationic Polymer (wastewater solids treatment)(20% active)

Wastewater/Wildcat plant

Price per Pound (Disc Thickener solids)	no bid
Price per Pound (Geo Bag solids)	no bid
Freight	no bid
Total Bid Price per Tote (Disc Thickener)	no bid
Delivery of polymer after receipt of order (ARO) is:	

Liquid Cationic Polymer (wastewater treatment)(20% active)

Wastewater/Wildcat plant

Price per Pound (Geo Bag)	no bid
Freight	no bid
Total Bid Price per Tote (Geo Bag)	no bid
Delivery of polymer after receipt of order (ARO) is:	

Sodium Bisulfite 40%, 300 gal. tote

Wastewater/Wildcat plant

Price per (Tote)	no bid
Freight	no bid
Total Bid Price	no bid
Tote deposit	no bid
**Additional small load charges	no bid
Delivery of Bisulfite after receipt of order (ARO) is:	

Sodium Bisulfite 40%, Bulk/Gal.

Wastewater/Wildcat plant

Price per (Gal.)	no bid
Freight	no bid
Tax	no bid
Total Bid Price	no bid
**Additional small load charges	no bid
Delivery of Bisulfite after receipt of order (ARO) is:	

12.5% Sodium Hypochlorite (liquid bleach)

Wastewater/Rio plant

Price per lb./gal.	no bid
Freight	no bid
Total Bid per load	no bid
**Additional small load charges	no bid

Sodium Hydroxide (25%)

Water/Lake Mary plant

Price per lb.	no bid
Freight	no bid
Total Bid per load (4500 gal.)	no bid
**Additional small load charges	no bid

Natural/Organic Carbon Source

Wastewater/Wildcat plant

Price per gallon	4.15
Freight	0
Total Bid per load (4500 gal.)	4.15
**Additional small load charges	n/a

Miscellaneous charges

*If miscellaneous charges apply, please state what item number they apply to, and what the charges are for. In addition, if you will be charging a delivery fee/freight fee/fuel fee, please include that information here. (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)

"A 30-day notification is requested (required) for any price changes during the contract period."

EXHIBIT B – SCOPE OF WORK

WATER AND WASTEWATER TREATMENT CHEMICALS SPECIFICATIONS/REQUIREMENTS

Compliance:

Contractor must disclose the intent to provide any chemicals or chemical raw materials that will be supplied through this Contract that originate in a country other than the United States. Preference has been given to those manufactured or mined in the United States. Contractor shall notify the City of Flagstaff (“City”) Wastewater Treatment Manager and the Water Production Manager prior to shipment of any country of origin changes in order to obtain prior approval. Contractor will be required to certify that each shipment meets the requirements stated above by lot or batch number and provide test or inspection results if requested.

Tanker trucks used to transport chemicals that are not dedicated for the specific chemical must have documentation that only chemicals meeting ANSI/NSF Standard 60 have been transported in the tanker. In addition, Quality Assurance/Quality Control cleaning and inspection documentation must be presented with each delivery on a non-dedicated tanker. This documentation must be available for inspection upon delivery and will be reviewed by City personnel for compliance before acceptance of delivery. Washing and inspection procedures for non-dedicated tankers must be supplied as part of the response to this bid. The City reserves the right to draw random samples for testing by an independent laboratory experienced in this type of testing.

SHOULD ANY BATCH TESTED NOT BE IN COMPLIANCE WITH AMERICAN WATERWORKS ASSOCIATION (AWWA) SPECIFICATIONS AND STANDARDS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Replace all unused portions of the non-compliant shipment without cost to the City, including delivery charges.
2. Reimburse the City for the cost of all quantities consumed prior to replacement.
3. In the event of damage or contamination to the water treatment equipment, reimburse the City for the cost to replace parts damaged or contaminated as a result of the non-compliant product, including the burdened labor rate for all worker hours required to correct the damage.

CHEMICAL SPECIFICATIONS AND DELIVERY REQUIREMENTS:

1. Chlorine:

- 1.1 Form: Gas, approximately 100% chlorine.
- 1.2 How Shipped: 150-pound cylinders & 1 Ton (2000 lb.) Containers. Must have lift gate for cylinders.
- 1.3 Estimated Annual Usage:
 - 1.3.1 104 - 150-pound cylinders: Delivered to Lake Mary
 - 1.3.2 92 – 1 ton containers: Delivered to the Wildcat Wastewater and Lake Mary WTP
- 1.4 Delivery: Maximum of 10 days after receipt of order (ARO).
- 1.5 In the event of a tank or valve issue, include your emergency response plan to aid the City during the emergency.
- 1.6 General Note: Chlorine shall meet ANSI/NSF 60.

2. Liquid Cationic Polymer (Disc Thickener and Geo Bags):

- 2.1 Minimum Quantity per Order: one – 275-gallon totes.
- 2.2 Estimated Annual Usage: twenty-six – 275 Gallon totes to be delivered to the Wildcat Wastewater Treatment Plant.
- 2.3 Function of Product: The product will be used as a versatile coagulant.
- 2.4 Product Used in the past: T-floc 2802 for Geobags. And T-floc 2810 for Disc Thickener.
- 2.5 Delivery: Maximum of 5 days after receipt of order (ARO).
- 2.6 Vendor Requirements: Provide information on the presence and quantity of epichlorohydrin and acrylamide in products bid.
- 2.7 Primary use of the product shall be as a coagulant for wastewater sludge.
- 2.8 Product shall be chlorine-resistant and effective over a broad, varied pH range.
- 2.9 Product shall be capable of being diluted for optimum use and shall produce a compact, easily dewatered sludge at all dilutions.
- 2.10 Product shall be capable of feeding "neat" or to a dilution of 1%.

3. Sodium Hypochlorite:

- 3.1 Form: Liquid, approximately 12.5% Sodium Hypochlorite.
- 3.2 How Shipped: Bulk shipment
- 3.3 Minimum Quantity Per Order: 2000 gals
- 3.4 Estimated Annual Usage: 48,000 Gals.
- 3.5 Delivery: To Rio de Flag - Maximum of 10 days after receipt of order (ARO).
- 3.6 General Note: Chlorine shall meet ANSI/NSF 60.

4. Sodium Hydroxide 25%:

- 4.1 Form: Liquid, approximately 25% Sodium Hydroxide.
- 4.2 How Shipped: Bulk shipment
- 4.3 Minimum Quantity Per Order: 4,500 gals
- 4.4 Estimated Annual Usage: 18,000 Gals.
- 4.5 Delivery: To Lake Mary WTP - Maximum of 10 days after receipt of order (ARO).
- 4.6 General Note: Sodium hydroxide shall meet ANSI/NSF 60.

5. Sodium Bisulfite 40%:

- 1.1 Form: Liquid, approximately 40% Sodium Bisulfite.
- 1.2 How Shipped: Totes or Bulk shipment
- 1.3 Minimum Quantity Per Order: 2400 gallons
- 1.4 Estimated Annual Usage: 65,000 Gals.
- 1.5 Delivery: To Wildcat Hill WRP - Maximum of 10 days after receipt of order (ARO).
- 1.6 General Note: Sodium bisulfite shall meet ANSI/NSF 60.

6. Natural/Organic Carbon Source:

- 6.1 Form: Natural carbon-based liquid.
- 6.2 How Shipped: Bulk shipment
- 6.3 Minimum Quantity Per Order: 3,500 gallons - To be determined based on tank capacity.
- 6.4 Estimated Annual Usage: Typically ordered once per year when the bulk tank is low.
- 6.5 Delivery: Maximum of 10 days after receipt of order (ARO).
- 6.6 General Note: The product must be suitable for use as a carbon source for denitrification processes and meet all applicable standards.

Three Delivery Points for chemical delivery:

Wildcat Hill Wastewater Treatment Plant
2800 N. El Paso Flagstaff Road
Flagstaff, AZ 86004
(928) 213-2425

Rio de Flag Wastewater Treatment Plant
600 S. Babbitt Dr.
Flagstaff, AZ 86001
(928) 213-2414

Lake Mary Water Treatment Plant
4500 S Lake Mary Rd.
Flagstaff, AZ 86005
(928) 213-2450

COMMODITIES PURCHASE CONTRACT

Contract No. 2025-39

This Contract is made and entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Univar Solutions USA LLC, an Illinois Limited Liability Company with principal address at 3075 Highland Parkway Suite 200, Downers Grove, IL 60515-5560 ("Contractor").

WHEREAS, the City seeks a Contractor willing to sell it the commodity or commodities identified in the Commodity and Price List attached hereto as Exhibit A (the "Commodities"); and

WHEREAS, the Contractor is willing to sell the City the Commodities for the prices identified in the Commodity and Price List.

NOW THEREFORE, in consideration for the mutual promises herein, the Parties agree as follows:

1. General Description: **Water and Wastewater Treatment Chemicals**
2. Term and Renewal.
 - 2.1 Contract Term: The term is for a period of five (5) years unless terminated pursuant to the provisions of the Contract. The Contract will be effective as of the date signed by both parties. The City Council shall have the authorize to amend the contract term.
 - 2.2 Renewal: The Contract may be renewed or extended for up to two (2), one (1)- year additional terms by mutual written consent of the parties. The City Manager their designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
 - 2.3 Unilateral Extension: The Contract may be unilaterally extended by the City for one (1) 90-day period. The City Manager or their designee (the Purchasing Director) shall have the authority to approve the unilateral extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.
3. Commodities & Purchase Price.
 - 3.1 Price: During the term of this Contract, in an amount not to exceed (NTE) **one million five hundred thousand dollars and no cents (\$1,500,000.00), annually for the contract term** Contractor shall, in the quantities set forth in any purchase order that the City may submit to the Contractor under this Contract, sell to the City the Commodities at the prices stated in the Commodity and Price List attached hereto as Exhibit A and as identified in the Scope of Work attached hereto as Exhibit B. Unless otherwise stated in the Commodity and Price List, the City shall pay all taxes applicable to any purchase it makes under this Contract.
 - 3.2 Multiple Contracts: The City reserves the right to enter into multiple contracts as deemed in the best interest of the City. The not-to-exceed amount is the maximum amount and may be divided over multiple contracts, and The City does not guarantee a minimum number of orders with any particular Contractor.
 - 3.3 Price Adjustments: Price adjustments may be negotiated at the discretion of the City, annually, at the anniversary of the execution date of the Contract. Any request for a price increase must include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace.

3.4 Formal Amendment Required: 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 total amount of the Contract, as amended, is less than \$100,000; otherwise, City Council approval is required.

4. Invoicing and Payment after Delivery.

4.1 Payment: Unless otherwise stated in the Commodity and Price List, payment for the Commodities is due within thirty (30) days of the date of the Contractor's delivery of Commodities conforming to the Contract and receipt of the Contractor's invoice, whichever is later.

4.2 Invoice: Contractor should invoice the City by an itemized list of charges. The City's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

5. Commodities.

5.1 Quality: Contractor warrants that all Commodities supplied under the Contract will be new and free from defects in material or workmanship. The Commodities will conform to any statements made on the containers or labels or advertisements for the Commodities and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance, or use of Commodities shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

5.2 Continuity of Service: In the unforeseen event that due to supply disruptions or other factors, Contractor cannot deliver the Commodities pursuant to the terms of the Contract, Contractor shall make all **reasonable** efforts to ensure continuity of service. Contractor shall promptly notify the City upon identifying potential shortages and shall collaborate with the City to minimize disruptions in service, including, but not limited to, identifying alternative vendors to continue delivery of the Commodities under the same terms and conditions of this Contract.

5.3 Manufacturer's Warranties: Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the Commodities.

5.4 Delivery:

5.4.1 Contractor shall deliver the Commodities FOB destination to the City's receiving address as set forth in the relevant purchase order under the Contract. All transportation and handling charges shall be paid by the Contractor, unless the Parties agree otherwise in a writing signed by the Parties. Risk of loss of the Commodities will pass to the City upon Contractor's delivery of Commodities conforming to the Contract pursuant to a purchase order from the City under this Contract.

5.4.2 Contractor shall take all reasonable measures to ensure that any Commodities purchased under this Contract shall be delivered within thirty (30) days of the City's issuance of the relevant purchase order unless the Parties agree otherwise in writing. Contractor will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Contractor's reasonable control.

5.5 Default in One Installment to Constitute Total Breach: Contractor may not substitute nonconforming Commodities. Delivery of nonconforming Commodities, or a default of any nature, shall constitute a breach of the Contract as a whole.

6. Termination & Cancellation Clauses.

- 6.1 Non-Appropriation. 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 the City or Contractor.
- 6.2 For Convenience: The City may terminate the Contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination. If the Contract is so terminated, the City's only payment obligation under the Contract shall be for those commodities ordered prior to the effective date of the termination.
- 6.3 For Cause: The City may cancel the Contract for cause when the Contractor fails to perform its obligations by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the City will advise the Contractor in writing of the reasons why the City is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The Parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each Party individually.
- 6.4 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.
- 6.5 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 (3) years after its execution, without penalty or further liability to Contractor.

7. Governing Law and Venue, Attorneys' Fees, Public Records, and Inspection.

- 7.1 Governing Law and Venue: The Contract shall be governed by and construed in accordance with the Laws of the State of Arizona. In the event of litigation, exclusive venue arising under this Contract is Coconino County, Arizona.
- 7.2 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.
- 7.3 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.
- 7.4 Inspection: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

8. RESERVED.

9. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.

10. Indemnity: Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the City, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorneys' fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.
11. Assignment/Subcontracting: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the City.
12. Amendments: The terms of this Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without written approval of both parties through a formal written amendment. A "change order" is not a sufficient mechanism for amending the Contract.
13. 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, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.
14. Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants that it 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/or federal immigration laws and regulations shall constitute a material breach of the Contract. 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).
15. No Boycott of Israel: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if Contractor has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars (\$100,000), Contractor hereby certifies that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
16. Forced Labor of Ethnic Uyghurs: Contractor hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.
17. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City (Wastewater):
 Cory Mueller
 Water Services Supervisor
 City of Flagstaff
 211 W. Aspen Ave.
 Flagstaff, AZ 86001
 Email: cmueller@flagstaffaz.gov
 Phone: (928) 526-2422

To Contractor:
 Jennifer Perras
 Univar Solutions USA LLC
 8201 S. 212th St.
 Kent, WA 98032
 Jennifer.perras@univarsolutions.com
 (253) 872-5040

To the City (Water Treatment):
Brian Huntzinger
Water Production Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: bhuntzinger@flagstaffaz.gov
Phone: (928) 774-0262

To the City (Water Treatment):
Lee Williams
Water Services Section Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: lwilliams@flagstaffaz.gov
Phone: (928) 213-2476

With a copy to:
Teddy Callan
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: teddy.callan@flagstaffaz.gov

18. 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.

UNIVAR SOLUTIONS USA LLC:

CITY OF FLAGSTAFF

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

Notice to Proceed issued: _____, 20__

Last Updated August 28, 2024

Unit Price

Chlorine, 150 lb. cylinders

Wastewater/Wildcat plant and Water/Lake Mary plant

Price per (cylinder)	0.00
Price per (lb.)	0.00
Freight	0.00
Total Bid Price per Pallet (16)	0.00
150 lb. cylinder Deposit	0.00
**Additional small load charges	0.00

Delivery is 5 days after receipt of order (ARO)

Can you meet this delivery time? (Y/N)	N/A
--	-----

Chlorine, 2,000 lb. cylinders

Wastewater/Wildcat plant and Water/Lake Mary plant

Price per (cylinder)	0.00
Price per (lb.)	0.00
Freight	0.00
Total Bid Price per cylinder	0.00
2,000 lb. cylinder Deposit	0.00
**Additional small load charges	0.00

Delivery is 5 days after receipt of order (ARO)

Can you meet this delivery time? (Y/N)	N/A
--	-----

Liquid Cationic Polymer (wastewater solids treatment)(20% active)

Wastewater/Wildcat plant

Price per Pound (Disc Thickener solids)	0.00
Price per Pound (Geo Bag solids)	0.00
Freight	0.00
Total Bid Price per Tote (Disc Thickener)	0.00
Delivery of polymer after receipt of order (ARO) is:	N/A

Liquid Cationic Polymer (wastewater treatment)(20% active)

Wastewater/Wildcat plant

Price per Pound (Geo Bag)	0.00
Freight	0.00
Total Bid Price per Tote (Geo Bag)	0.00

Delivery of polymer after receipt of order (ARO) is:	N/A
--	-----

Sodium Bisulfite 40%, 300 gal. tote

Wastewater/Wildcat plant

Price per (Tote)	\$1,119.60
Freight	Included
Total Bid Price	\$1,119.60
Tote deposit	N/A
**Additional small load charges	\$175.00

Delivery of Bisulfite after receipt of order (ARO) is:	3-4 days
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Sodium Bisulfite 40%, Bulk/Gal.

Wastewater/Wildcat plant

Price per (Gal.)	\$1.94
------------------	--------

Freight	Included
Tax	\$0.17
Total Bid Price	\$2.11
**Additional small load charges	
	\$175.00

Delivery of Bisulfite after receipt of order (ARO) is:	3-4 days
--	----------

12.5% Sodium Hypochlorite (liquid bleach)

Wastewater/Rio plant

Price per lb./gal.	0.00
Freight	0.00
Total Bid per load	0.00
**Additional small load charges	
	N/A

Sodium Hydroxide (25%)

Water/Lake Mary plant

Price per lb.	0.12 wet lb
Freight	Included
Total Bid per load (4500 gal.)	5,895.00
**Additional small load charges	
	\$175.00

Natural/Organic Carbon Source

Wastewater/Wildcat plant

Price per gallon	0.00
Freight	0.00
Total Bid per load (4500 gal.)	0.00

**Additional small load charges	N/A
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Miscellaneous charges

*If miscellaneous charges apply, please state what item number they apply to, and what the charges are for. In addition, if you will be charging a delivery fee/freight fee/fuel fee, please include that information here.

(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)

“A 30-day notification is requested (required) for any price changes during the contract period.”

EXHIBIT B – SCOPE OF WORK

WATER AND WASTEWATER TREATMENT CHEMICALS SPECIFICATIONS/REQUIREMENTS

Compliance:

Contractor must disclose the intent to provide any chemicals or chemical raw materials that will be supplied through this Contract that originate in a country other than the United States. Preference has been given to those manufactured or mined in the United States. Contractor shall notify the City of Flagstaff (“City”) Wastewater Treatment Manager and the Water Production Manager prior to shipment of any country of origin changes in order to obtain prior approval. Contractor will be required to certify that each shipment meets the requirements stated above by lot or batch number and provide test or inspection results if requested.

Tanker trucks used to transport chemicals that are not dedicated for the specific chemical must have documentation that only chemicals meeting ANSI/NSF Standard 60 have been transported in the tanker. In addition, Quality Assurance/Quality Control cleaning and inspection documentation must be presented with each delivery on a non-dedicated tanker. This documentation must be available for inspection upon delivery and will be reviewed by City personnel for compliance before acceptance of delivery. Washing and inspection procedures for non-dedicated tankers must be supplied as part of the response to this bid. The City reserves the right to draw random samples for testing by an independent laboratory experienced in this type of testing.

SHOULD ANY BATCH TESTED NOT BE IN COMPLIANCE WITH AMERICAN WATERWORKS ASSOCIATION (AWWA) SPECIFICATIONS AND STANDARDS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Replace all unused portions of the non-compliant shipment without cost to the City, including delivery charges.
2. Reimburse the City for the cost of all quantities consumed prior to replacement.
3. In the event of damage or contamination to the water treatment equipment, reimburse the City for the cost to replace parts damaged or contaminated as a result of the non-compliant product, including the burdened labor rate for all worker hours required to correct the damage.

CHEMICAL SPECIFICATIONS AND DELIVERY REQUIREMENTS:

1. Chlorine:

- 1.1 Form: Gas, approximately 100% chlorine.
- 1.2 How Shipped: 150-pound cylinders & 1 Ton (2000 lb.) Containers. Must have lift gate for cylinders.
- 1.3 Estimated Annual Usage:
 - 1.3.1 104 - 150-pound cylinders: Delivered to Lake Mary
 - 1.3.2 92 – 1 ton containers: Delivered to the Wildcat Wastewater and Lake Mary WTP
- 1.4 Delivery: Maximum of 10 days after receipt of order (ARO).
- 1.5 In the event of a tank or valve issue, include your emergency response plan to aid the City during the emergency.
- 1.6 General Note: Chlorine shall meet ANSI/NSF 60.

2. Liquid Cationic Polymer (Disc Thickener and Geo Bags):

- 2.1 Minimum Quantity per Order: one – 275-gallon totes.
- 2.2 Estimated Annual Usage: twenty-six – 275 Gallon totes to be delivered to the Wildcat Wastewater Treatment Plant.
- 2.3 Function of Product: The product will be used as a versatile coagulant.
- 2.4 Product Used in the past: T-floc 2802 for Geobags. And T-floc 2810 for Disc Thickener.
- 2.5 Delivery: Maximum of 5 days after receipt of order (ARO).
- 2.6 Vendor Requirements: Provide information on the presence and quantity of epichlorohydrin and acrylamide in products bid.
- 2.7 Primary use of the product shall be as a coagulant for wastewater sludge.
- 2.8 Product shall be chlorine-resistant and effective over a broad, varied pH range.
- 2.9 Product shall be capable of being diluted for optimum use and shall produce a compact, easily dewatered sludge at all dilutions.
- 2.10 Product shall be capable of feeding "neat" or to a dilution of 1%.

3. Sodium Hypochlorite:

- 3.1 Form: Liquid, approximately 12.5% Sodium Hypochlorite.
- 3.2 How Shipped: Bulk shipment
- 3.3 Minimum Quantity Per Order: 2000 gals
- 3.4 Estimated Annual Usage: 48,000 Gals.
- 3.5 Delivery: To Rio de Flag - Maximum of 10 days after receipt of order (ARO).
- 3.6 General Note: Chlorine shall meet ANSI/NSF 60.

4. Sodium Hydroxide 25%:

- 4.1 Form: Liquid, approximately 25% Sodium Hydroxide.
- 4.2 How Shipped: Bulk shipment
- 4.3 Minimum Quantity Per Order: 4,500 gals
- 4.4 Estimated Annual Usage: 18,000 Gals.
- 4.5 Delivery: To Lake Mary WTP - Maximum of 10 days after receipt of order (ARO).
- 4.6 General Note: Sodium hydroxide shall meet ANSI/NSF 60.

5. Sodium Bisulfite 40%:

- 1.1 Form: Liquid, approximately 40% Sodium Bisulfite.
- 1.2 How Shipped: Totes or Bulk shipment
- 1.3 Minimum Quantity Per Order: 2400 gallons
- 1.4 Estimated Annual Usage: 65,000 Gals.
- 1.5 Delivery: To Wildcat Hill WRP - Maximum of 10 days after receipt of order (ARO).
- 1.6 General Note: Sodium bisulfite shall meet ANSI/NSF 60.

6. Natural/Organic Carbon Source:

- 6.1 Form: Natural carbon-based liquid.
- 6.2 How Shipped: Bulk shipment
- 6.3 Minimum Quantity Per Order: 3,500 gallons - To be determined based on tank capacity.
- 6.4 Estimated Annual Usage: Typically ordered once per year when the bulk tank is low.
- 6.5 Delivery: Maximum of 10 days after receipt of order (ARO).
- 6.6 General Note: The product must be suitable for use as a carbon source for denitrification processes and meet all applicable standards.

Three Delivery Points for chemical delivery:

Wildcat Hill Wastewater Treatment Plant
2800 N. El Paso Flagstaff Road
Flagstaff, AZ 86004
(928) 213-2425

Rio de Flag Wastewater Treatment Plant
600 S. Babbitt Dr.
Flagstaff, AZ 86001
(928) 213-2414

Lake Mary Water Treatment Plant
4500 S Lake Mary Rd.
Flagstaff, AZ 86005
(928) 213-2450

COMMODITIES PURCHASE CONTRACT

Contract No. 2025-39

This Contract is made and entered into this _____ day of _____, 20____ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and **Hill Brothers Chemical Co.**, (a California C Corporation) with principal address at 3000 E Birch St. Ste 108, Brea, CA 92821-6261 ("Contractor").

WHEREAS, the City seeks a Contractor willing to sell it the commodity or commodities identified in the Commodity and Price List attached hereto as Exhibit A (the "Commodities"); and

WHEREAS, the Contractor is willing to sell the City the Commodities for the prices identified in the Commodity and Price List.

NOW THEREFORE, in consideration for the mutual promises herein, the Parties agree as follows:

1. General Description: **Water and Wastewater Treatment Chemicals**
2. Term and Renewal.
 - 2.1 Contract Term: The term is for a period of five (5) years unless terminated pursuant to the provisions of the Contract. The Contract will be effective as of the date signed by both parties. The City Council shall have the authorize to amend the contract term.
 - 2.2 Renewal: The Contract may be renewed or extended for up to two (2), one (1)- year additional terms by mutual written consent of the parties. The City Manager their designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
 - 2.3 Unilateral Extension: The Contract may be unilaterally extended by the City for one (1) 90-day period. The City Manager or their designee (the Purchasing Director) shall have the authority to approve the unilateral extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.
3. Commodities & Purchase Price.
 - 3.1 Price: During the term of this Contract, in an amount not to exceed (NTE) **one million five hundred thousand dollars and no cents (\$1,500,000.00), annually for the contract term** Contractor shall, in the quantities set forth in any purchase order that the City may submit to the Contractor under this Contract, sell to the City the Commodities at the prices stated in the Commodity and Price List. Unless otherwise stated in the Commodity and Price List, the City shall pay all taxes applicable to any purchase it makes under this Contract.
 - 3.2 Multiple Contracts: The City reserves the right to enter into multiple contracts as deemed in the best interest of the City. The not-to-exceed amount is the maximum amount and may be divided over multiple contracts, and The City does not guarantee a minimum number of orders with any particular Contractor.
 - 3.3 Price Adjustments: Price adjustments may be negotiated at the discretion of the City, annually, at the anniversary of the execution date of the Contract. Any request for a price increase must include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace.

3.4 Formal Amendment Required: 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 total amount of the Contract, as amended, is less than \$100,000; otherwise, City Council approval is required.

4. Invoicing and Payment after Delivery.

4.1 Payment: Unless otherwise stated in the Commodity and Price List, payment for the Commodities is due within thirty (30) days of the date of the Contractor's delivery of Commodities conforming to the Contract and receipt of the Contractor's invoice, whichever is later.

4.2 Invoice: Contractor should invoice the City by an itemized list of charges. The City's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

5. Commodities.

5.1 Quality: Contractor warrants that all Commodities supplied under the Contract will be new and free from defects in material or workmanship. The Commodities will conform to any statements made on the containers or labels or advertisements for the Commodities and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance, or use of Commodities shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

5.2 Continuity of Service: In the unforeseen event that due to supply disruptions or other factors, Contractor cannot deliver the Commodities pursuant to the terms of the Contract, Contractor shall make all **reasonable** efforts to ensure continuity of service. Contractor shall promptly notify the City upon identifying potential shortages and shall collaborate with the City to minimize disruptions in service, including, but not limited to, identifying alternative vendors to continue delivery of the Commodities under the same terms and conditions of this Contract.

5.3 Manufacturer's Warranties: Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the Commodities.

5.4 Delivery:

5.4.1 Contractor shall deliver the Commodities FOB destination to the City's receiving address as set forth in the relevant purchase order under the Contract. All transportation and handling charges shall be paid by the Contractor, unless the Parties agree otherwise in a writing signed by the Parties. Risk of loss of the Commodities will pass to the City upon Contractor's delivery of Commodities conforming to the Contract pursuant to a purchase order from the City under this Contract.

5.4.2 Contractor shall take all reasonable measures to ensure that any Commodities purchased under this Contract shall be delivered within thirty (30) days of the City's issuance of the relevant purchase order unless the Parties agree otherwise in writing. Contractor will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Contractor's reasonable control.

5.5 Default in One Installment to Constitute Total Breach: Contractor may not substitute nonconforming Commodities. Delivery of nonconforming Commodities, or a default of any nature, shall constitute a breach of the Contract as a whole.

6. Termination & Cancellation Clauses.

- 6.1 Non-Appropriation. 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 the City or Contractor.
- 6.2 For Convenience: The City may terminate the Contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination. If the Contract is so terminated, the City's only payment obligation under the Contract shall be for those commodities ordered prior to the effective date of the termination.
- 6.3 For Cause: The City may cancel the Contract for cause when the Contractor fails to perform its obligations by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the City will advise the Contractor in writing of the reasons why the City is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The Parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each Party individually.
- 6.4 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.
- 6.5 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 (3) years after its execution, without penalty or further liability to Contractor.

7. Governing Law and Venue, Attorneys' Fees, Public Records, and Inspection.

- 7.1 Governing Law and Venue: The Contract shall be governed by and construed in accordance with the Laws of the State of Arizona. In the event of litigation, exclusive venue arising under this Contract is Coconino County, Arizona.
- 7.2 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.
- 7.3 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.
- 7.4 Inspection: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

8. RESERVED

- 9. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.

10. Indemnity: Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the City, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorneys' fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.
11. Assignment/Subcontracting: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the City.
12. Amendments: The terms of this Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without written approval of both parties through a formal written amendment. A "change order" is not a sufficient mechanism for amending the Contract.
13. 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, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.
14. Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants that it 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/or federal immigration laws and regulations shall constitute a material breach of the Contract. 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).
15. No Boycott of Israel: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if Contractor has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars (\$100,000), Contractor hereby certifies that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
16. Forced Labor of Ethnic Uyghurs: Contractor hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.
17. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City (Wastewater):
 Cory Mueller
 Water Services Supervisor
 City of Flagstaff
 211 W. Aspen Ave.
 Flagstaff, AZ 86001
 Email: cmueller@flagstaffaz.gov
 Phone: (928) 526-2422

To Contractor:
 Jason Kowanetz
 AZ District Representative
 Hill Brothers Chemical Co
 3000 E. Birch St., Suite 108
 Brea, CA 92821-6261
 jason@hillbrothers.com

To the City (Water Treatment):
 Brian Huntzinger
 Water Production Manager

To the City (Water Treatment):
 Lee Williams
 Water Services Section Director

City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: bhuntzinger@flagstaffaz.gov
Phone: (928) 774-0262

City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: lwilliams@flagstaffaz.gov
Phone: (928) 213-2476

With a copy to:
Teddy Callan
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: teddy.callan@flagstaffaz.gov

18. 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.

HILL BROTHERS CHEMICAL CO:

CITY OF FLAGSTAFF

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

Notice to Proceed issued: _____, 20__

Last Updated August 28, 2024



HILL BROTHERS *Chemical Co.*

21639 N. 12th Avenue, Ste. 100 • Phoenix, AZ 85027 • www.hillbrothers.com
(623) 879-9210 • (888) 866-2210 • Fax (623) 879-7390

November 1, 2024

City of Flagstaff Purchasing Division
211 West Aspen Ave.
Flagstaff, AZ 86001

Subject: Solicitation No. 2025-39 Water and Wastewater Treatment Chemicals

To the Procurement Department,

Hill Brothers Chemical would like to express out interest in supplying and delivering Sodium Hypochlorite 12.5%, Sodium Hydroxide 25%, Sodium Bisulfite 40%, and Natural/Organic Carbon Source to the City of Flagstaff in response to the invitation to bid.

We understand the importance of this project and are fully committed to providing high quality products and services to meet the needs of the City of Flagstaff. Enclosed, you will find all the required documents pertaining to our bid.

We believe that our experience, expertise, and dedication to excellence make us an ideal partner for this endeavor. Our team is well-equipped to handle the supply and delivery requirements outlined in the Scope of Work, and we are confident in our ability to deliver exceptional results.

Should you have any questions or require further information, please do not hesitate to contact us at (623) 879-9210. We are more than happy to provide any additional details or clarification you may need.

Thank you for considering Hill Brothers Chemical Company. We look forward to the opportunity to work with the City of Flagstaff.

Sincerely,

Teresa Ruiz
Bid Coordinator

Corporate HQ & International Sales (800) 994-8801	N. California (800) 322-4119	California (800) 438-8515	Phoenix (888) 866-2210	Tucson (520) 495-3600	North Salt Lake (801) 936-4100
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WATER AND WASTEWATER TREATMENT CHEMICALS SPECIFICATIONS/REQUIREMENTS OF BID

Compliance:

Contractor must disclose the intent to provide any chemicals or chemical raw materials that will be supplied through this bid that originate in a country other than the United States. Preference will be given to those manufactured or mined on the U. S. Contractor will be required to notify the City of Flagstaff ("City") Wastewater Treatment Manager and the Water Production Manager prior to shipment of any country of origin changes in order to obtain prior approval. Contractor will be required to certify that each shipment meets the requirements stated above by lot or batch number and provide test or inspection results if requested.

Tanker trucks used to transport chemicals that are not dedicated for the specific chemical must have documentation that only chemicals meeting ANSI/NSF Standard 60 have been transported in the tanker. In addition, Quality Assurance/Quality Control cleaning and inspection documentation must be presented with each delivery on a non-dedicated tanker. This documentation must be available for inspection upon delivery and will be reviewed by City personnel for compliance before acceptance of delivery. Washing and inspection procedures for non-dedicated tankers must be supplied as part of the response to this bid. The City reserves the right to draw random samples for testing by an independent laboratory experienced in this type of testing.

SHOULD ANY BATCH TESTED NOT BE IN COMPLIANCE WITH AMERICAN WATERWORKS ASSOCIATION (AWWA) SPECIFICATIONS AND STANDARDS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Replace all unused portions of the non-compliant shipment without cost to the City, including delivery charges.
2. Reimburse the City for the cost of all quantities consumed prior to replacement.
3. In the event of damage or contamination to the water treatment equipment, reimburse the City for the cost to replace parts damaged or contaminated as a result of the non-compliant product, including the burdened labor rate for all worker hours required to correct the damage.

CHEMICAL SPECIFICATIONS AND DELIVERY REQUIREMENTS:

1. Chlorine:

- 1.1 Form: Gas, approximately 100% chlorine.
- 1.2 How Shipped: 150-pound cylinders & 1 Ton (2000 lb.) Containers. Must have lift gate for cylinders.
- 1.3 Estimated Annual Usage:
 - 1.3.1 104 - 150-pound cylinders: Delivered to Lake Mary
 - 1.3.2 92 – 1 ton containers: Delivered to the Wildcat Wastewater and Lake Mary WTP
- 1.4 Delivery: Maximum of 10 days after receipt of order (ARO).
- 1.5 In the event of a tank or valve issue, include your emergency response plan to aid the City during the emergency.
- 1.6 General Note: Chlorine shall meet ANSI/NSF 60.

2. Liquid Cationic Polymer (Disc Thickener and Geo Bags):

- 2.1 Minimum Quantity per Order: one – 275-gallon totes.
- 2.2 Estimated Annual Usage: twenty-six – 275 Gallon totes to be delivered to the Wildcat Wastewater Treatment Plant.
- 2.3 Function of Product: The product will be used as a versatile coagulant.
- 2.4 Product Used in the past: T-floc 2802 for Geobags. And T-floc 2810 for Disc Thickener.
- 2.5 Delivery: Maximum of 5 days after receipt of order (ARO).
- 2.6 Vendor Requirements: Provide information on the presence and quantity of epichlorohydrin and acrylamide in products bid.
- 2.7 Primary use of the product shall be as a coagulant for wastewater sludge.
- 2.8 Product shall be chlorine-resistant and effective over a broad, varied pH range.
- 2.9 Product shall be capable of being diluted for optimum use and shall produce a compact, easily dewatered sludge at all dilutions.
- 2.10 Product shall be capable of feeding "neat" or to a dilution of 1%.

3. Sodium Hypochlorite:

- 3.1 Form: Liquid, approximately 12.5% Sodium Hypochlorite.
- 3.2 How Shipped: Bulk shipment
- 3.3 Minimum Quantity Per Order: 2000 gals
- 3.4 Estimated Annual Usage: 48,000 Gals.
- 3.5 Delivery: To Rio de Flag - Maximum of 10 days after receipt of order (ARO).
- 3.6 General Note: Chlorine shall meet ANSI/NSF 60.

4. Sodium Hydroxide 25%:

- 4.1 Form: Liquid, approximately 25% Sodium Hydroxide.
- 4.2 How Shipped: Bulk shipment
- 4.3 Minimum Quantity Per Order: 4,500 gals
- 4.4 Estimated Annual Usage: 18,000 Gals.
- 4.5 Delivery: To Lake Mary WTP - Maximum of 10 days after receipt of order (ARO).
- 4.6 General Note: Sodium hydroxide shall meet ANSI/NSF 60.

5. Sodium Bisulfite 40%:

- 5.1 Form: Liquid, approximately 40% Sodium Bisulfite.
- 5.2 How Shipped: Totes or Bulk shipment
- 5.3 Minimum Quantity Per Order: 2400 gallons
- 5.4 Estimated Annual Usage: 65,000 Gals.
- 5.5 Delivery: To Wildcat Hill WRP - Maximum of 10 days after receipt of order (ARO).
- 5.6 General Note: Sodium bisulfite shall meet ANSI/NSF 60.

6. Natural/Organic Carbon Source:

- 6.1 Form: Natural carbon-based liquid.
- 6.2 How Shipped: Bulk shipment
- 6.3 Minimum Quantity Per Order: 3,500 gallons - To be determined based on tank capacity.
- 6.4 Estimated Annual Usage: Typically ordered once per year when the bulk tank is low.
- 6.5 Delivery: Maximum of 10 days after receipt of order (ARO).

6.6 General Note: The product must be suitable for use as a carbon source for denitrification processes and meet all applicable standards.

TESTING:

1. Jar Tests: Competitive products will require jar tests prior to being considered by the City. The results of the jar tests shall determine if the product offered meets the City's requirements for effectiveness and efficiency. To conduct the jar tests, contact Troy Dagenhart, Wastewater Treatment Manager, City of Flagstaff, 2800 N. El Paso Flagstaff Rd, Flagstaff, AZ 86004, (928) 213-2426.
2. Additional Tests: The City reserves the right to request additional jar tests prior to contract award.
3. Evaluation: Award of the contract for liquid cationic polymer shall be based on the following criteria:
 - 3.1 Acceptable performance based on jar test results. The City shall be the sole judge of acceptable performance.
 - 3.2 Cost of treatment per million gallons of water treated. The City may incorporate known cost factors to determine the best value for the City.
 - 3.3 Delivery capabilities.
 - 3.4 Certified absence of epichlorohydrin and acrylamide.

Three Delivery Points for chemical delivery and testing:

Wildcat Hill Wastewater Treatment Plant
2800 N. El Paso Flagstaff Road
Flagstaff, AZ 86004
(928) 213-2425

Rio de Flag Wastewater Treatment Plant
600 S. Babbitt Dr.
Flagstaff, AZ 86001
(928) 213-2414

Lake Mary Water Treatment Plant
4500 S Lake Mary Rd.
Flagstaff, AZ 86005
(928) 213-2450

Unit Price

Chlorine, 150 lb. cylinders

Wastewater/Wildcat plant and Water/Lake Mary plant

Price per (cylinder)	NB
Price per (lb.)	NB
Freight	NB
Total Bid Price per Pallet (16)	NB
150 lb. cylinder Deposit	NB
**Additional small load charges	NB

Delivery is 5 days after receipt of order (ARO)

Can you meet this delivery time? (Y/N)	NB
--	----

Chlorine, 2,000 lb. cylinders

Wastewater/Wildcat plant and Water/Lake Mary plant

Price per (cylinder)	NB
Price per (lb.)	NB
Freight	NB
Total Bid Price per cylinder	NB
2,000 lb. cylinder Deposit	NB
**Additional small load charges	NB

Delivery is 5 days after receipt of order (ARO)

Can you meet this delivery time? (Y/N)	NB
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Liquid Cationic Polymer (wastewater solids treatment)(20% active)

Wastewater/Wildcat plant

Price per Pound (Disc Thickener solids)	NB
Price per Pound (Geo Bag solids)	NB
Freight	NB
Total Bid Price per Tote (Disc Thickener)	NB
Delivery of polymer after receipt of order (ARO) is:	NB

Liquid Cationic Polymer (wastewater treatment)(20% active)

Wastewater/Wildcat plant

Price per Pound (Geo Bag)	NB
Freight	NB
Total Bid Price per Tote (Geo Bag)	NB
Delivery of polymer after receipt of order (ARO) is:	NB

Sodium Bisulfite 40%, 300 gal. tote

Wastewater/Wildcat plant

Price per (Tote)	\$1,611.00/tote
Freight	\$650.00
Total Bid Price	\$2,661.00
Tote deposit	\$400.00 each
**Additional small load charges	

Delivery of Bisulfite after receipt of order (ARO) is:	15 Business Days
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Sodium Bisulfite 40%, Bulk/Gal.

Wastewater/Wildcat plant

Price per (Gal.)	\$4.00/gal.
Freight	\$660.00/2,400 gal.
Tax	\$825.60/2,400 gal.
Total Bid Price	\$11,085.60/2,400 gal.
**Additional small load charges	

Delivery of Bisulfite after receipt of order (ARO) is:	5 Business Days
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12.5% Sodium Hypochlorite (liquid bleach)

Wastewater/Rio plant

Price per lb./gal.	\$1.94/gal.
Freight	\$660.00/2,000 gal.
Total Bid per load	\$4,540.00/2,000 gal.
**Additional small load charges	

Delivery of Sodium Hypochlorite 12.5% after receipt of order (ARO) is:	3 Business Days
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Sodium Hydroxide (25%)

Water/Lake Mary plant

Price per lb.	\$0.1568/lb.
Freight	\$0.026/lb.
Total Bid per load (4500 gal.)	\$8,591.60/47,000 lb.
**Additional small load charges	

Delivery of Sodiun Hydroxide 25% after receipt of order (ARO) is:	5 Business Days
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Natural/Organic Carbon Source

Wastewater/Wildcat plant

Price per gallon	\$0.24/lb.
Freight	\$6,146.28/48,000 lb.
Total Bid per load (4500 gal.)	\$17,666.28/48,000 lb.
**Additional small load charges	N/A

Delivery of Natural/Organic Carbon Source after receipt of order (ARO) is:	10 Business Days
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Miscellaneous charges

*If miscellaneous charges apply, please state what item number they apply to, and what the charges are for. In addition, if you will be charging a delivery fee/freight fee/fuel fee, please include that information here.

(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)

"A 30-day notification is requested (required) for any price changes during the contract period."

**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: 01/02/2025
Meeting Date: 01/07/2025



TITLE:

Consideration and Approval of Contract Amendment: Approve the Second Amendment to the Professional Services Contract with Emergency Management Partners, LLC to develop a Citywide Continuity of Operations Plan and a Continuity of Government Plan.

STAFF RECOMMENDED ACTION:

1. Approve the Second Amendment to the Professional Services Contract with Emergency Management Partners, LLC (EM Partners) in the amount of \$92,119.00 to develop a Citywide Continuity of Operations Plan (COOP) and a Continuity of Government Plan (COG); and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The vision for continuity is to create a more resilient City by integrating continuity plans and programs into the whole community to sustain essential functions under all conditions.

The COOP and COG aim to create continuity capabilities, assuring the performance of essential functions and critical services across the city. This includes (1) providing an understanding of continuity options, (2) offering guidance on how to integrate these options into operations, and (3) supporting the development of tools and resources.

Continuity of Operations (COOP) is a plan that ensures an individual division or department can continue to perform its essential functions, provide essential services, and deliver core capabilities during a disruption to routine operations. Continuity is the foundation on which continuity of government and enduring constitutional government capabilities depend. Although having a COOP is only mandatory at the federal level through the National Security Presidential Directive (NSPD-5), Presidential Policy Directive 40 (PPD-40), and at the state level through Governor's Executive Order 2013-06, it is highly recommended for local governments to have a COOP and to practice the plan regularly as a best practice.

Continuity of Government (COG) is a plan that ensures that government functions and essential services continue during a catastrophic event. It focuses on leadership succession, communication, resource management, and alternate locations for operations. The COG is only mandatory at the federal level through the National Security Presidential Directive (NSPD-5) and Presidential Policy Directive 40 (PPD-40) and at the state level through the Governor's Executive Order 2013-06; however, it is highly recommended that local governments have a COG in place.

Financial Impact:

Project Name: Continuity of Operations (COOP) and a Continuity of Government (COG) Plan.
 Cost: \$92,119.00 (COOP/COG)

Account Number Budgeted: 001-02-039-0114-1-4290
FY Budgeted Amount: \$95,000
Grant Funded: No
Funding Source: General Fund

Policy Impact:
N/A

Previous Council Decision or Community Discussion:
N/A

Options and Alternatives to Recommended Action:

1. Approve the Second Amendment to allow staff to comply with Federal Directives and Governor's Executive Order for developing a COOP and COG; or
2. Do not amend the contract and direct staff to procure a new contract to develop the COOP and COG.

Background and History:

Planning across the full range of continuity operations is an inherent responsibility of every level of government and across the whole community.

Continuity of Operations (COOP) is the City's ability to continue essential functions, provide essential services, and deliver core capabilities during a disruption to normal operations. Effective COOP can be attained only through the integration and unified efforts of the city's leadership, who are accountable for performing essential functions and the continuity program at all levels.

Continuity of Government (COG) is an outcome of a viable continuity capability for a City division. COG requires a coordinated effort within the city to ensure essential functions during a disruption to normal operations. It is intended to preserve the statutory and constitutional authority of elected officials at all levels of government. Achieving COG requires enhanced resilience, coordination, communication, and deconfliction among the city divisions and positions most critical to the city's continued functioning.

The COOP and COG plans will be developed as all-hazards plans to document the city's processes relating to the continuity of roles and responsibilities. EM Partners will align these plans with the Flagstaff Emergency Operations Plan, other regional and state plans, Arizona COOP/COG guidance, the FEMA Continuity Guidance Circular (CGC), FEMA's Guide to Continuity of Government, the National Incident Management System (NIMS) and the Incident Command System (ICS) doctrine, and Emergency Management Accreditation Program (EMAP) Standards for COOP and COG plans. The COOP and COG plans will be designed to be easily usable for City personnel during disruptions or emergencies. The COOP and COG plans will also be developed with the preparedness cycle in mind as living documents to be trained, exercised, operationalized, evaluated, and updated as needed.

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. This Second Amendment would authorize EM Partners to perform additional work for the City.

Connection to PBB Priorities and Objectives:

- High Performing Governance - Maintain the organization's fiscal stability through strong financial policies and best practices.
- Safe & Healthy Community - Provide public safety services with resources, staff, and training responsive to the community needs.

Connection to Regional Plan:

Public Buildings, Services, Facilities, & Safety - Public Safety Goals and Policies

- Goal PF.1, Work across all government operations and services to prepare for the impacts of natural and human-caused hazards.
 - Policy PF.1.2. Allocate available public resources necessary for the City and County to prepare and adapt for natural and human-caused hazards so that all government operations support community resiliency.
- Goal PF.3, Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.
 - Policy PF.3.1. Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.
 - Policy PF.3.4, Maintain emergency management operations to protect life and property during disaster events in natural hazard areas and built environments.
 - Policy PF.3.5. Support coordination of public safety and emergency management operations through mutual aid agreements.

Connection to Carbon Neutrality Plan:

Health and Safety; HS-4, Improve the resilience of public infrastructure and City facilities

#1. Create preparedness and recovery plans for all City divisions

#8. Foster a culture of emergency preparedness and planning among City staff through regular conversations about vulnerabilities and resilience building, scenario analysis, and emergency planning exercises.

Connection to 10-Year Housing Plan:

N/A

Attachments: Second Amendment



**SECOND AMENDMENT
PROFESSIONAL SERVICES CONTRACT
Contract No. 2023-102**

This Second Amendment (“Second Amendment”) to the fully executed Professional Services Contract (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 and other amendments, hereby agree to the following:

A. The “Services” Section, Paragraph 1 – “Scope of Work” is amended to include the letter dated February 1, 2024, 37 pages (attached hereto) for additional Scope of Work to include the Citywide Continuity of Operations (COOP) Plan and a Continuity of Government (COG) Plan, attached hereto as Exhibit A.

B. The “Payment” Section, Paragraph 9 – “Compensation” is amended to include an additional amount of **ninety-two thousand one hundred nineteen dollars and no cents (\$92,119.00)**.

C. The total contract price for the complete performance of work under the Initial Agreement and other amendments, as amended herein, shall be **three hundred seventy-one thousand forty-four dollars and fifty cents (\$371,044.50)**.

D. All other provisions of the Initial Contract and other amendments shall remain unchanged in full force and effect.

IN WITNESS WHEREOF, this Second 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

Emergency Management Partners, LLC

By: _____
Greg Clifton, City Manager

By: _____
Title: _____

Dated: _____

Dated: _____

Attest:

Approved as to form:

City Clerk

City Attorney

EXHIBIT A - ADDITIONAL SCOPE OF WORK



February 1, 2024

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

RE: CITY OF FLAGSTAFF, AZ COOP & COG PLANS DEVELOPMENT

Director Brechler-Knaggs,

Emergency Management Partners, LLC (EM Partners) is delighted to submit this proposal to the City of Flagstaff for the development of a citywide Continuity of Operations (COOP) Plan and a Continuity of Government (COG) Plan. Having supported the City of Flagstaff with the development of its first Emergency Operations Plan (EOP), EM Partners is well suited – with our knowledge of Flagstaff and our Arizona and National COOP/COG experience - to support this next element of the city’s emergency management program development.

From preparedness planning to post-disaster support consulting, EM Partners brings more than 20 years of experience in all aspects of emergency management, with specific expertise in real-world operations analysis and comprehensive planning. Our team members have experience developing and updating various COOP and COG Plans throughout the country. EM Partners will apply our knowledge of the operational environment in Flagstaff, our comprehensive AZ-specific planning expertise, and our COOP/COG expertise to tailor our approach to the city’s unique needs for the development of the COOP and COG Plans.

The COOP and COG plans will be developed as all-hazards plans to document the city’s processes as they relate to continuity roles and responsibilities. We will align these plans with the Flagstaff EOP, other regional and state plans, Arizona COOP/COG guidance, the FEMA Continuity Guidance Circular (CGC), FEMA’s Guide to Continuity of Government, the National Incident Management System (NIMS) and the Incident Command System (ICS) doctrine, and Emergency Management Accreditation Program (EMAP) Standards for COOP and COG plans. The plans will be designed to be easily useable for city personnel during disruptions or emergencies. The plans will also be designed with the preparedness cycle in mind as living documents to be trained, exercised, operationalized, evaluated, and updated as needed.

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

Relevant Experience

The table below provides examples of projects similar in scope that our team members have supported.

Project Name	Project Overview
<p>City of Flagstaff, AZ Emergency Operations Plan Development</p>	<p>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.</p> <p>The published plan can be found at https://www.flagstaff.az.gov/4746/Grants-Contracts-and-Emergency-Management.</p>
<p>Albemarle County, VA Continuity of Operations Program Development</p>	<p>EM Partners is currently supporting Albemarle County, Virginia with the development of their County Continuity of Operations Program, and their individual department Continuity of Operations Plans. This project started with identification and outreach to the various stakeholders to conduct a document review and individual business impact analysis. In coordination with the County Project Manager a series of meetings were held to explain the importance of the project to the stakeholders and identify expectations. The stakeholders have also participated in continuity of operations trainings and once the final plans are developed additional training and program maintenance will take place. This project is following current national guidance for continuity of operations.</p>
<p>Albemarle County Incident Protocols Development</p>	<p>EM Partners is currently supporting Albemarle County, Virginia with the development of incident protocols. For this project we are looking at specific incidences, to include a: Technology Incident, Facility Incident, Active Shooter/Threat Event, Severe Weather, Fire. For each incident identified protocols will be developed to help stakeholders understand their roles and responsibilities, and actions related to: Internal Communications, External Communications, Security Considerations, Roles and Responsibilities, Shelter in Place, Stay or Go Considerations.</p>
<p>Coconino County, AZ Emergency Management Operations Procedures Manual Development</p>	<p>The Coconino County Emergency Management Department has contracted with EM Partners to develop a comprehensive Operations Procedures Manual that serves as a guide for both managing their department and operationalizing their EOP. This manual will include policies and procedures for department day-to-day administration and procedures for the implementation of EOC section responsibilities, including EOC Management, Operations, Logistics, Finance, Planning, and Recovery.</p>
<p>Coconino County, AZ Emergency Operations Plan Update</p>	<p>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.</p> <p>The published plan can be found at coconino.az.gov/eop.</p>

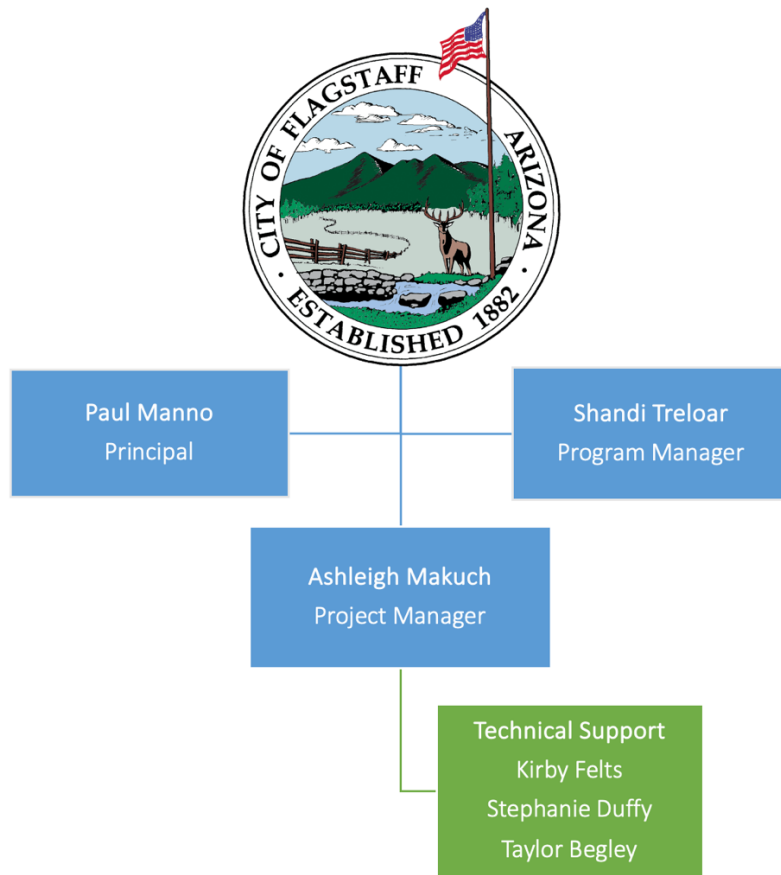
Project Name	Project Overview
<p>City of Sedona, AZ Evacuation/Re-Entry Plan and Traffic Study</p>	<p>The City of Sedona, Arizona, hired EM Partners, along with our Arizona-based subcontractor Greenlight Traffic Engineering, to develop a citywide all-hazards evacuation/re-entry plan and conduct a supporting 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.</p> <p>The published plan can be found at sedonaaz.gov/evacuation.</p>
<p>City of Sedona, AZ Emergency Management Operations Procedures Manual</p>	<p>EM Partners is developing a comprehensive Emergency Management Operations Procedures Manual for the City of Sedona that serves as a guide for operationalizing their EOP. This manual will include procedures, job aids, and checklists for the implementation of EOC section responsibilities, including EOC Management, Operations, Logistics, Finance, and Planning.</p>
<p>Town of Payson, AZ Emergency Operations Plan Update</p>	<p>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.</p>
<p>Delaware Department of Health and Social Services Continuity of Operations Planning</p>	<p>Supported the Delaware Department of Health and Social Services (DHSS) in reviewing COOP plans for nine of the eleven agencies under DHSS that have a role in providing critical health services within the community. This project supported DHSS in expanding COOP plans for these individual agencies. Our approach was to determine whether areas of improvement defined during a recent DHSS COOP Exercise are included in agency COOP plans and to ensure agency COOP plans include FEMA's recommended areas. We provided COOP checklists and templates to drive consistency in COOP plans across the nine agencies. We facilitated a virtual COOP workshop to include a COOP Overview for designated COOP planners from each DHSS division, and we assisted the DHSS division with one-on-one planning meetings to finalize agency-level COOP plans.</p>
<p>City of Fairfax, VA Emergency Management Support</p>	<p>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, including the city's Continuity of Government (COG) Plan. EM Partners recently updated the city's Damage Assessment Guide, developed the city's first Disaster Recovery Framework, and updated their Recovery Checklists.</p>

Project Name	Project Overview
<p>Virginia Department of Emergency Management Hurricane Contingency Planning Support</p>	<p>The Virginia Department of Emergency Management (VDEM) determined the need for support for contingency planning in the COVID-19 environment. This project required a thorough understanding of the Commonwealth of Virginia Emergency Operations Plan (COVEOP), the Hurricane Support Annex, and the Hurricane Evacuation Study to develop a working contingency plan to allow the agency to pivot response recovery efforts in the COVID-19 environment. Functions considered in this contingency planning included Safety, Public Health, Search and Rescue, Oil Spill/Hazardous Substance, Firefighting, Environmental Protection, Transportation Restoration, Power Restoration, Water/Wastewater Restoration, Commerce Restoration, Security, Wildlife, Stakeholder Outreach, Media Relations, Communications, and Information Management. Program planning efforts required integration with the COV Incident Management Team (COVIMT) and the VDEM Planning Division Director. Contractor support focused on the planning objectives and coordination with regional and local stakeholders to complete the plan within the required, brief timeframe – and under budget- allowing the already overburdened resources and staff of the Commonwealth to continue essential duties.</p>
<p>FEMA Public Assistance Technical Assistance Contract- Nationwide</p>	<p>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.</p>
<p>Fairfax County, VA COVID-19 Recovery Support</p>	<p>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.</p>
<p>Fairfax County, VA COVID-19 After-Action Review</p>	<p>Supporting the Fairfax County Department of Emergency Management and Security (DEMS) and the Fairfax County Health Department with a total of four COVID-19 after-action reviews. To date, a total of 40 hotwash meetings have been held with over 900 participants in all. We have completed over 15 individual interviews and have had over</p>

Project Name	Project Overview
	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.

Key Personnel

The organizational chart below shows our project team structure, followed by a table highlighting our highly qualified staff. Full resumes are included in Attachment A



Staff	Qualifications
<p>Paul Manno Principal-in-Charge</p>	<p>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 over 10 years of experience managing federal task orders under a technical assistance contract with FEMA. 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 will serve in a minimal role as program manager and ensure all resources needed for this project are in place.</p>

Staff	Qualifications
<p>Shandi Treloar Program Manager</p>	<p>From preparedness planning to post-disaster support consulting, Shandi Treloar brings over 17 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 Fairfax County AARs, and the State of Kansas CARES Act EOC Enhancement Grant program development.</p>
<p>Ashleigh Makuch Project Manager</p>	<p>Ashleigh Makuch is a Certified 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, 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 National Emergency Management Basic Academy trainer. Ashleigh has supported EOP development, updates, and review for many local, county, tribal, and state agencies in Arizona. Ashleigh is a FEMA Level II Master Continuity Practitioner; she supported the State of Arizona Continuity of Operations and Continuity of Government (COG) programs and plan updates, as well as revising and instructing the G-550 COOP Workshop course across Arizona. She was also responsible for the Coconino County COOP program for 25 departments during her time with the county. Ashleigh is currently managing emergency management planning projects in Arizona with the Town of Payson, the City of Flagstaff, the City of Sedona, and Coconino County.</p>
<p>Kirby Felts Senior Planner</p>	<p>Kirby Felts has over 21 years’ experience in emergency management serving public, private, and higher education organizations. Kirby excels at iterative, collaborative planning efforts. She has led many organizations through continuity of operations program development, including Albemarle County, Virginia, the University of Virginia, the National Institutes of Health, the U.S. Department of Treasury, the Administrative Office of the U.S. Courts, Naval Air Station Patuxent River, and the Animal and Plant Health Inspection Service. Her expertise focuses on comprehensive emergency management, continuity of operations, business continuity, crisis communications, and training and exercises. Her career in emergency management – requiring management of people, projects, information sharing, proposals, financials, and technology – yields concrete skills transferable to any work environment. Over the past two years, Ms. Felts has been supporting multiple projects including the State of Oregon COVID-19 after-action reviews, Fairfax County, VA COVID-19 after-action reviews, the Commonwealth of Virginia’s Hurricane and Shelter planning, and the Albemarle County COOP planning project.</p>

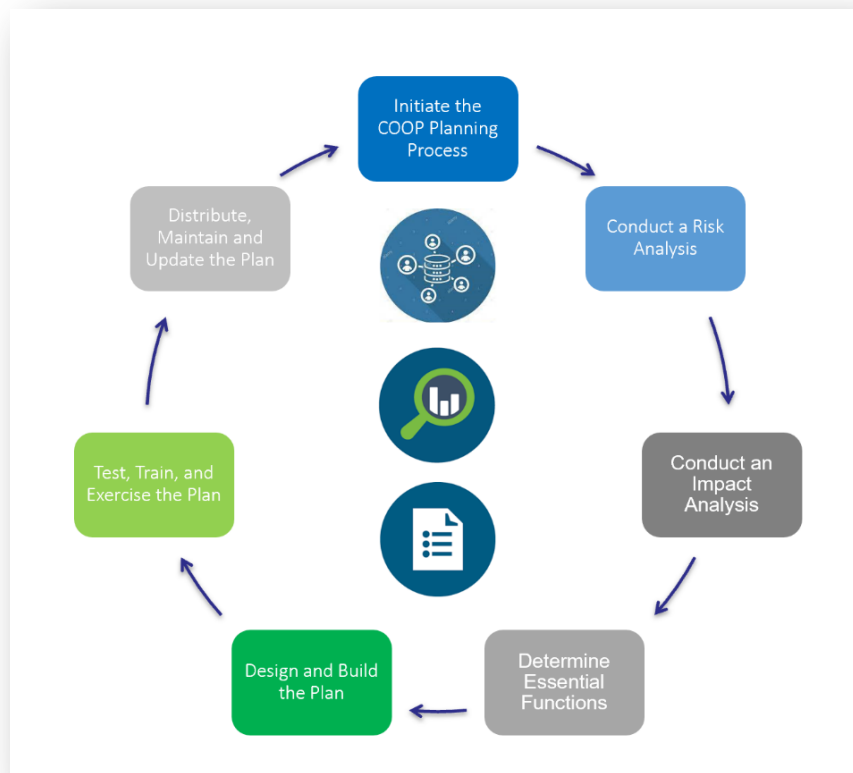
Staff	Qualifications
<p>Stephanie Duffy Jr. Planner</p>	<p>Stephanie is an accomplished program coordinator with over 10 years of experience planning and managing national and regional training and conferences related to federal and local prosecutors and law enforcement. Stephanie is dynamic and results-driven with extensive knowledge related to training and program planning for teams and individuals, particularly on large federal contracts. She has outstanding leadership and communication skills. Stephanie has extensive experience in training program design and development, needs assessments, evaluations, and research and facilitation. Stephanie has most recently supported multiple after-action review projects as well as EOP projects in Arizona.</p>
<p>Taylor Begley Analyst</p>	<p>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 most recently supported the Flagstaff EOP project and is currently supporting the Coconino County Operations Procedures Manual project.</p>

Project Approach

The COOP and COG plans will be developed as all-hazards plans to document the city’s processes relating to the continuity roles and responsibilities. The COOP Plan will be designed with a Base Plan that includes information applicable citywide and 15 Division-specific Annexes that outline continuity information for each city division. The COG Plan will be designed as a high-level city government plan addressing the three branches of government – Executive, Legislative, and Judicial – and the interdependencies with the city COOP Plan and Annexes.

We will align these plans with the Flagstaff EOP, other regional and state plans as applicable, Arizona COOP/COG program guidance, the FEMA Continuity Guidance Circular (CGC), FEMA’s Guide to Continuity of Government, the FEMA Comprehensive Preparedness Guide 101 (CPG 101), the National Incident Management System (NIMS) and the Incident Command System (ICS) doctrine, and Emergency Management Accreditation Program (EMAP) Standards for COOP and COG plans. The plans will be designed to be easily useable for city personnel during disruptions or emergencies. The plans will also be designed with the preparedness cycle in mind as living documents to be trained, exercised, operationalized, evaluated, and updated as needed.

We will streamline the planning processes for developing the COOP and COG plans by jointly conducting data collection, planning meetings, and other applicable aspects of the processes because we understand these two plans should inform each other in order to be effective. We will follow the COOP Planning Model developed based on state and federal guidance as depicted in the graphic below.



The following table outlines the specific activities we will take to complete this project.

Activity	EM Partners Approach
<i>Project Scoping and Management—Provide outstanding customer service through clear communication, systematic project management, and effective budget oversight.</i>	
Project Kickoff Meeting	<p>Our proposed Project Manager, Ashleigh Makuch, will conduct a virtual Project Kickoff Meeting with the City Project Lead and key stakeholders to validate the expectations and requirements for the development of both the COOP and COG Plans. During this meeting, we will:</p> <ul style="list-style-type: none"> • Introduce the project team. • Establish a shared understanding of roles and responsibilities and overall project goals and objectives. • Identify the Planning Team and the engagement strategy. • Identify and request key documentation for review. <p>Prior to the meeting, Ashleigh will confirm meeting objectives with the City Project Lead and disseminate an agenda to all participants before the meeting.</p>
Project Communications	<p>Ashleigh will serve as the primary point of contact for the project. She will be available to 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.</p>
Project Reporting	<p>Our team will schedule re-occurring meetings with the City Project Lead and submit a bi-weekly status report outlining the following:</p> <ul style="list-style-type: none"> • Percentage of budget expended • Action items accomplished the last two weeks • Items that need resolution or assistance • Anticipated action items for the following two weeks <p>This reporting process has proven highly successful on projects of similar size and scope.</p>
<i>Data Collection and Analysis—Employ diverse information-gathering strategies to capture timely and accurate information related to city department operations.</i>	
Document Collection and Analysis	<p>As part of the BIAs, we will work with the Planning Team and stakeholders to identify and collect policies, plans, and response documents that are applicable to COOP and COG for review and assessment. This may include, but not be limited to, the city EOP, the Coconino County Multi-Jurisdictional Hazard Mitigation Plan, City Charter and Code, citywide and division-specific policies, and other applicable documents.</p>
Risk Analysis	<p>We will utilize the review of the City of Flagstaff profile and related risk analysis information from the Coconino County Multi-Jurisdictional Hazard Mitigation Plan, as well as any applicable regional or state Threat and Hazard Identification and Risk Assessment (THIRA) data, to understand the situation and risks as they apply to the city for both COOP and COG.</p>

Activity	EM Partners Approach
<p>Identification of Essential Functions</p>	<p>Essential functions are the foundation of continuity plans. Our team will work with the City Project Lead and city stakeholders to identify essential functions and services for the city government as a whole, the three branches of government (Executive, Legislative, and Judicial), and for each of the 15 divisions. In order to collect the appropriate information for the identification of city and division essential functions, we may utilize tools for essential function surveys, Business Process Analysis (BPA) and/or Business Impact Analysis (BIA) adapted for government as applicable.</p> <p>The project team will use these tools to identify the city’s essential functions, the functions’ interdependencies, and the potential impact if those essential functions are not performed for a specified period of time. Considerations for essential functions should include:</p> <ul style="list-style-type: none"> • Life-Safety • Property • Environmental • Legal • Financial <p>We will utilize a combination of virtual interviews and questionnaires or surveys distributed to stakeholders in order to collect this information. Once these are completed, we may schedule information sessions to meet and work with stakeholders to fill in any additional information and provide guidance if needed.</p> <p>Once the city’s essential functions are identified and BIAs/BPAs are complete, essential functions will be prioritized based on impact, management priorities, and the Recovery Time Objective (RTO) for resuming the function’s activities.</p>
<p>EMAP Assessment</p>	<p>The Emergency Management Accreditation Program (EMAP) assessment is voluntary for local governments, and its purpose is to provide a mechanism for continuous improvement in emergency management and homeland security efforts. EMAP will be a key data element that will guide plan development. EM Partners will use the most current EMAP standards and utilize Ashleigh Makuch, a certified EMAP Assessor, for this assessment. EM Partners will analyze data collected against the EMAP Standard and ensure that applicable Standard elements are addressed in the COOP and COG plan development for alignment with international best practices for emergency management.</p>
<p><i>COOP Plan Development—Develop a continuity of operations plan for the city and its divisions that is in alignment with state and national planning standards and unique to the operations and needs of the city.</i></p>	
<p>Initial Planning Team Meeting <i>(one combined meeting for COOP and COG review)</i></p>	<p>We will facilitate an initial in-person planning meeting to kick off the planning process for both the COOP and COG plans, gain the Planning Team’s input on goals and objectives for the project and the plan outline, and set expectations for Planning Team participation and information-sharing throughout the planning process.</p>

Activity	EM Partners Approach
<p>Draft COOP Plan Development</p>	<p>Our team will first provide the city with a plan outline that identifies each component of the plan. Once approved, the outline will be used to draft COOP Base Plan and Division Annexes. The plan will be based on data collected and will be developed based on guidance from FEMA’s Continuity Guidance Circular (CGC), Comprehensive Planning Guide 101 (CPG-101), National Incident Management System (NIMS) doctrine, and EMAP standards.</p> <p>Our team will develop the COOP plan using the information collected in the essential function identification as the foundation. Throughout the planning process, we will focus on developing a flexible COOP plan to support the continuation of essential functions during incidents with or without warning and consider natural, human-caused, and technological hazards.</p> <p>Considerations that may be developed within the City’s COOP Plan include:</p> <ul style="list-style-type: none"> • Guidelines and parameters for all city divisions during a plan activation. • Priorities and considerations for utilizing alternate locations to perform essential functions, including the use of teleworking. • Process, triggers, and limitations for implementing delegation of authority. • Defining the order of succession for city leadership positions. • Roles and responsibilities for managing COOP events at the city level and coordinating with the individual COOP Managers. • Parameters for allocating staff, equipment, financial resources, and other assets to support the recovery or continuation of essential functions. <p>Considerations that may be developed within the Division Annexes include:</p> <ul style="list-style-type: none"> • Defining the divisions’ essential functions and those functions that may be deferred over a period of time, and the process to do so and reconstitute all functions, including notification to stakeholders. • Roles and responsibilities for managing a COOP event within the division, coordinating with the COOP Managers of other divisions, and supporting the city’s overarching COOP Plan. • Requirements for an alternate location, the use of teleworking, or a hybrid work environment to conduct essential functions. • Identification of the equipment/supplies and communication requirements to support the essential functions. • Identification of the division’s vital records and electronic systems/applications. • Process, triggers, and limitations for implementing delegation of authority • Defining the order of succession for division leadership positions, including considerations if a division head is moved up to city leadership as part of the city’s order of succession.

Activity	EM Partners Approach
	<ul style="list-style-type: none"> • Division Staffing Plan to provide adequate staffing and prepare division personnel individually and collectively to sustain essential functions.
COOP Division Annex Workshops	<p>We propose facilitating a series of in-person workshops over the course of one week with divisions and city leadership to gather the necessary information (based on the plan outline and the considerations listed in the previous approach item) to draft their respective annexes. We will propose a list of workshops with various stakeholders and groups of divisions based on similar essential functions, interdependencies, etc. Our facilitator(s) will walk the divisions through a discussion on the considerations, functions, resources, capabilities, and authorities as they apply to the annex outline.</p>
Draft Review and Meeting <i>(one combined meeting for COOP and COG review)</i>	<p>Upon completion of the full COOP Plan, including the Base Plan and Division Annexes, EM Partners will provide the Town Project Lead and applicable stakeholders with the document for review and comment. A review period, consistent with the project schedule, will be established to gather feedback from the city and applicable stakeholders, and may include an in-person or virtual Draft Review Meeting (that also will include the COG review), which we will use to facilitate a thorough review process.</p>
Final COOP Plan	<p>Upon completion of the review period, draft review meeting, incorporation of the recommended changes, and consensus of the plan contents by the stakeholders, EM Partners will prepare the final plan for approval. Final documents will be delivered in Word and PDF formats.</p>
<p>COG Plan Development—<i>Develop a continuity of government plan for the city and its three branches of government that is in alignment with state and national planning standards and unique to the city.</i></p>	
Draft COG Plan	<p>Our team will first provide the city with a plan outline that identifies each component of the plan. Once approved, the outline will be used to draft COOP Base Plan and Division Annexes. The plan will be based on data collected and will be developed based on guidance from FEMA’s Guide to Continuity of Government for State, Local, Tribal, and Territorial Governments, FEMA’s Comprehensive Planning Guide 101 (CPG-101), National Incident Management System (NIMS) doctrine, and EMAP standards.</p> <p>The COG Plan will address the overall coordinated effort of the city to continue essential functions specific to the Executive, Legislative, and Judicial branches of the city government during incidents impacting the city government’s stability. The COOP Base Plan and Division Annexes will provide the foundation for the overarching city government coordination addressed in the COG Plan.</p> <p>Considerations that may be developed within the COG Plan include:</p> <ul style="list-style-type: none"> • Establishment of a legal and operational framework for the maintenance and preservation of constitutional governance. • Identification and prioritization of essential government functions and services that must be maintained under all conditions.

Activity	EM Partners Approach
	<ul style="list-style-type: none"> • Procedures and protocols for activating the COG plan, including specific triggers and the circumstances under which the plan would be implemented. • Identification of alternate facilities, including secure locations for the continuity of legislative, executive, and judicial functions. • Detailed succession orders for key elected and appointed officials to ensure the uninterrupted functioning of government leadership. • Procedures for the protection and accessibility of vital records, databases, and legal documents necessary for government operations. • Development of interoperable communication systems to enable coordination among all levels of government and with external partners. • Protocols for managing the transition from normal operations to COG mode and the eventual reconstitution of normal government operations.
<p>COG Planning Meetings</p>	<p>We will incorporate the COG planning process elements into the Initial Planning Team Meeting and the Draft Review Meeting as described in the COOP approach above. We will ensure the appropriate team members with information on the overall city COG and the three branches of government are incorporated into the Planning Team and these meetings. We anticipate the information for the COOP and COG planning processes will naturally inform each other through this streamlined approach.</p>
<p>Final COG Plan</p>	<p>Upon completion of the review period, draft review meeting, incorporation of the recommended changes, and consensus of the plan contents by the stakeholders, EM Partners will prepare the final plan for approval. Final documents will be delivered in Word and PDF formats.</p>

Proposed Project Schedule

The project timeline, including any specific deliverable deadlines, for the COOP and COG Plans will be determined with Flagstaff during the kickoff meeting. We recommend **approximately 6-9 months** for the development of these plans as outlined in our approach. We understand the COOP/COG project is to begin after the Flagstaff Airport project is complete in 2024. This would be an **estimated project start of January 2025 and an estimated completion by September 2025**. This timeline can be adjusted in coordination with the city based on priorities and operational demands on the key stakeholders.

Project Pricing

The table below outlines our team’s overall estimated cost for this project. We present estimated costs per task with a **not-to-exceed budget total**. We believe providing a true up-front estimate helps establish trust with our clients and minimizes the need for avoidable change orders throughout the project. All travel will be billed using current GSA rates.

Project Management	Data Collection and Analysis	COOP Plan Development	COG Plan Development
<ul style="list-style-type: none"> Project plan and communications Project kickoff meeting Regular status meetings Regular status reports for the duration of the project 	<ul style="list-style-type: none"> Existing document review Stakeholder surveys and interviews – essential functions, BPAs, BIAs Data analysis EMAP alignment 	<ul style="list-style-type: none"> Development of COOP Base Plan Development of 15 Department Annexes Planning Meetings and Workshops Final Plan 	<ul style="list-style-type: none"> Development of COG Plan Planning Meetings (combined with COOP) Final Plan
\$9,745.00	\$19,380.00	\$35,530.00	\$17,880.00
			Travel Costs: <div style="text-align: right;">\$9,584.00</div>
			Total Estimated Cost: <div style="text-align: right; color: white;">\$92,119.00</div>

We will not exceed the total estimated cost of **\$92,119.00** 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

Attachment A - Resumes

PAUL J. MANNO



EM PARTNERS

EDUCATION

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

YEARS OF EXPERIENCE

25

PROFILE

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

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

TRAINING, CERTIFICATIONS & LICENSES

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

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

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

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

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

AFFILIATIONS

American Planning Association

Solid Waste Association of North America

Association of State Floodplain Managers

National Emergency Management Association

American Public Works Association

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

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

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

FEMA PA Task Management; EM Partners, LLC

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

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

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

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

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

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

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

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

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

FEMA Policy and Training Contribution Experience.

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



EM PARTNERS

EDUCATION

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

BS, Social Work, University of Portland

YEARS OF EXPERIENCE

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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)
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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

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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.
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KIRBY FELTS



EM PARTNERS

EDUCATION

MA, Journalism from the University of Maryland

BS, Psychology, College of William and Mary

YEARS OF EXPERIENCE

21

PROFILE

Ms. Felts has over 20 years of professional experience with 17 years providing emergency preparedness support to private and public sector organizations. Her expertise is focused on comprehensive emergency management, continuity of operations, business continuity, crisis communications, and training and exercises. Her career in emergency management – requiring management of people, projects, information sharing, proposals, financials, and technology – yields concrete skills transferable to any work environment.

Most recently Kirby has been supporting the State of Oregon with their COVID-19 After-Action Review and the Commonwealth of Virginia's Hurricane and Shelter planning. She has worked in close coordination with state officials for both Oregon and Virginia, consistently meeting deadlines and exceeding expectations. Before her time on these projects, Kirby was the Emergency Management Coordinator for the Charlottesville-UVA-Albemarle County Office of Emergency Management where she successfully revised the Emergency Operations Plan to better utilize FEMA's Emergency Support Functions. In addition to the EOP update, Ms. Felts also supported the UVA Health System's Family Assistance Center planning and hosted the regional FAC trainings.

TRAINING, CERTIFICATIONS & LICENSES

HSEEP Certified

FEMA Professional Development Series: 120, 230, 235, 240, 241, 242, 244

LEAD program at the University of Virginia's Weldon Cooper Center, March 2016.

Community Emergency Response Team (CERT) Training

Sport Event Risk Management Workshop, June 2009

Senior Officials Workshop for All-Hazards Preparedness, June 2010

Peer Support Training, April 2014

Presented on Women in Emergency Management, World Conference on Disaster Management, June 2006

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

- Project lead for the State of Oregon 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

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

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

- Leading Fairfax County in conducting their emergency management 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.

Lead Planner, Fairfax County, VA Financial Recovery Planning

- Lead planner for the Fairfax County Financial Recovery Plan update. This plan maps out the process and procedures for how each County department and agency tracks and documents costs during and after a disaster in order to streamline the grant application process and maximize reimbursements.

Charlottesville Community
Emergency Response Team
(CERT) VDEM Training

FEMA Independent Study Courses:
100, 200, 300, 400, 700, 775, 800

AFFILIATIONS AND AWARDS

VDEM Access and Functional
Needs Advisory Committee, May
2015 - May 2019

VDEM Situational Awareness
Working Group, May 2015 –
December 2015

Incident Management Information
Sharing Committee (a White House-
supported initiative), March 2014 –
January 2017

International Association of
Emergency Managers (IAEM),
Regional Representative,
Universities and Colleges Caucus,
October 2009 - March 2012

Virginia Emergency Management
Association (VEMA)

- Institutions of Higher Education
Interim Steering Committee,
2010 - 2012
- Board of Directors, Region 3
Representative, June 2012 –
June 2017
- Awarded Emergency
Management Professional of
the Year, March 19, 2015,
Leadership Charlottesville,
Class of 2010

Emergency Management
Professional Organization for
Women's Enrichment (EMPOWER),
Founder and Board Member, 2005-
2015

Senior Consultant, Virginia Department of Emergency Management Hurricane Contingency and Shelter Planning, EM Partners, LLC

- Managing the hurricane contingency planning and shelter support project for response to a hurricane in a COVID environment. This requires coordination with localities and VDEM Regional staff across the Commonwealth.

Senior Consultant, National Institutes of Health Planning Support

- Supported establishment of the National Institutes of Health (NIH) Crisis Response Team program that linked all institutes and centers into the corporate response system, which required coordinating and facilitating meetings with the NIH Division of Emergency Preparedness and Coordination, other NIH institutes and centers, and multi-disciplinary working groups with vested interests in plan development and implementation.
- Evaluated existing NIH emergency, operational, and related emergency management policies and procedures against federal planning guidance, industry standards, and best practices while supporting the development and implementation of several program management and planning initiatives.
- Developed crisis response team exercises for National Institute for Child Health and Human Development (NICHD), National Cancer Institute, National Institute for Environmental Health and Safety, and the National Heart, Lung, and Blood Institute.
- Developed and executed employee emergency preparedness outreach activities for NICHD utilizing a variety of communication formats including hard-copy publications, intranet websites, classroom training, presentations, and informational awareness fairs.

Project Manager, Metropolitan Washington Council of Governments Regional Planning Support

- Managed a team of 30 consultants in the development of the Regional Emergency Coordination Plan Framework for the Metropolitan Washington Council of Governments (COG). This effort involved 17 jurisdictions in the National Capital Region and state and federal emergency response partners.

Emergency Management Coordinator, Office of Emergency Management, Charlottesville-UVA-Albemarle County

- Transitioned the Charlottesville-University of Virginia (UVA)-Albemarle County Emergency Operations Plan (EOP) to an Emergency Support Function-based plan.
- Coordinated mitigation, preparedness, response, and recovery activities related to natural and man-made disasters, and managed the maintenance of the EOP for Charlottesville, UVA and Albemarle County.
- Developed and delivered table-top and functional exercises for Charlottesville area regional partners to build and sustain emergency response and recovery capabilities. These exercises were developed using the HSEEP guidance.
- Ran regional emergency management program with guidance from the ECC Management Board; coordinated mitigation, preparedness, response, and recovery activities related to natural and man-made incidents and acted as liaison between local, state and federal resources during disasters.
- Created and led an iterative, collaborative planning process involving more than 30 meetings and over 100 community partners to effectively transition the Charlottesville-UVA- Albemarle County Emergency Operations Plan to an Emergency Support Function-based plan.
- Oversaw the procurement and implementation of the VEOCI incident management system. Implementation included training at the VEOCI boot camp then bringing trainers locally to Charlottesville to train additional personnel to use the system.
- Participated in VDEM's Access and Functional Needs Advisory Committee.

-
- Researched, evaluated, and integrated technology tools into emergency management program to support situational awareness, and information sharing and management. Technology includes social media tools, CodeRED, and VEOCI.

Assistant Director, Office of Emergency Preparedness, University of Virginia

- Evaluated existing UVA emergency, operational, and related emergency management policies and procedures against state and federal laws, planning guidance, industry standards, and best practices.
- Adjusted state continuity of operations (COOP) planning templates to better align with university operations, resulting in an over-arching enterprise-wide COOP plan and supporting school and department COOP plans; scored 95% by the state and described as thorough and well-organized.
- Sustained and broadened preparedness outreach through presentations to diverse University groups including Resident Advisors, Orientation Leaders, Office of Technology Conference attendees, and Health Sciences Foundation staff.

Senior Consultant, USACE Exercise Support, Marasco Newton Group

- Managed or supported the development of over 20 emergency preparedness exercises for USACE. These table-top exercises were designed to integrate the interests of many stakeholders, target issues of mutual concern, and facilitate discussion with federal, state, and local participants as well as non-profit and private industry participants. Exercises developed for USACE covered multiple scenarios including catastrophic hurricanes, earthquakes, and floods, and weapons of mass destruction.
 - Managed a team of 30 consultants in the development of the Regional Emergency Coordination Plan Framework for the Metropolitan Washington Council of Governments (COG). This effort involved coordination with representatives from 17 local governments, the District of Columbia, the State of Maryland, the State of Virginia, and the COG Homeland Security Task Force.
 - Researched, wrote, and edited portions of the District Response Plan for the District of Columbia Emergency Management Agency, which was completely revised post-September 11, 2001.
 - Managed or supported the development of over 20 emergency preparedness exercises for the U.S. Army Corps of Engineers (USACE). These tabletop exercises were designed to integrate the interests of many stakeholders, target issues of mutual concern, and facilitate discussion with federal, state, and local participants as well as non-profit and private industry participants. Exercises developed for USACE covered multiple scenarios, including catastrophic hurricanes, earthquakes, and floods, and weapons of mass destruction.
 - Supported the U.S. Coast Guard "Spill of National Significance" exercise held in April 2002.
-

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.
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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
-

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jennifer Caputo, Human Resources Manager
Co-Submitter: Kori Vogt
Date: 01/02/2025
Meeting Date: 01/07/2025



TITLE:

Consideration and Approval of Contract Amendment: Approval of a contract amendment for the City Attorney effective September 24, 2024.

STAFF RECOMMENDED ACTION:

Approve City Attorney Contract amendment adding an additional \$7,500 to Sterling Solomon's deferred compensation amount annually.

Executive Summary:

City Council approved a contract for the City Attorney effective July 5, 2022, for a term of five (5) years, expiring on July 4, 2027. In September of 2024, the Human Resources Risk Management Director facilitated the City Council's annual performance evaluation of the City Attorney. As a result of the evaluation in which the City Attorney received a high rating of "Consistently Exceeds Expectations", Council agreed to add an additional \$7,500 annual deferred compensation contribution to the terms initially agreed upon in addition to the standard merit increase associated with his rating.

Financial Impact:

Expenditures will post to the City Attorney Division. The adoption of the FY 2024-25 budget did not anticipate this increase. Funding will be made up within the City Attorney Division Budget through salary savings from other position or reductions in other costs. If at June 30, 2025 the City Attorney Division budget is over, there may be a Contingency Transfer required to be adopted by City Council.

Policy Impact:

Not applicable.

Previous Council Decision or Community Discussion:

Yes. This is an amendment to the Council-approved contract effective July 5, 2022.

Options and Alternatives to Recommended Action:

Not applicable.

Background and History:

City Council approved a contract for the City Attorney effective July 5, 2022, for a term of five (5) years, expiring on July 4, 2027. In September of 2024, the Human Resources Risk Management Director facilitated the City Council's annual performance evaluation of the City Attorney. As a result of the evaluation in which the City Attorney received a high rating of "Consistently Exceeds Expectations", Council agreed to add an additional \$7,500 annual deferred compensation contribution to the terms initially agreed upon in addition to the standard merit increase associated with his rating.

Connection to PBB Priorities and Objectives:

High Performing Governance: Serve the public by providing high quality customer service.

Connection to Regional Plan:

Not applicable.

Connection to Carbon Neutrality Plan:

Not applicable.

Connection to 10-Year Housing Plan:

Not applicable.

Connection to Division Specific Plan:

Not applicable.

Attachments: Amendment

**FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF FLAGSTAFF AND
STERLING T. SOLOMON**

This First Amendment to Employment Agreement (this “**First Amendment**”) is entered into as of _____, 2025, by and between the City of Flagstaff, an Arizona municipal corporation (the “**Employer**”), and Sterling T. Solomon (the “**Employee**”). Employer and Employee are collectively referred to herein as “**Parties**” and individually as “**Party**.”

RECITALS

A. The Parties are parties to that certain Employment Agreement between the City of Flagstaff and Sterling T. Solomon dated September 26, 2022 (the “**Agreement**”).

B. The Parties desire to enter into this First Amendment to modify the terms of the Agreement relating to Employee’s vacation accrual.

AGREEMENT

NOW, THEREFORE, in consideration of the premises above, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, covenant and agree, for themselves, and their successors-in-ownership and assigns, as follows:

1. **Recitals**. The Introduction and Recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

2. **Definitions**. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.

3. **Amendment to Section 5(e)**. Section 5(e) of the Agreement is hereby amended as follows (deleted text is shown as ~~strikethrough~~ and new text is **bolded and underlined**) to be effective retroactively as of July 9, 2023:

(e) **Vacation**. Employee shall accrue vacation leave pursuant to Section 1-50-020 of the Employee Handbook of Regulations (the “**Handbook**”), ~~which as of the date of this Agreement is twenty three (23) days per year of vacation, reflecting fifteen to nineteen (15-19)~~ **at the rate equivalent to 25-29** years of public service for an exempt employee **(currently, 28 days per year)**. Subject to the carry over limitations set forth in the Handbook, Employee shall carry over all vacation leave that Employee accrued prior to the date of this Agreement due to his service with the City.

4. **Amendment to Section 5(g)**. Section 5(g) of the Agreement is hereby amended as follows (deleted text is shown as ~~striketrough~~ and new text is **bolded and underlined**) to be effective retroactively as of the first pay period in July 2024:

(g) **Deferred Compensation for Retirement**. In addition to the Employer's payment into the Arizona State Retirement System on Employee's behalf, the City agrees to pay ~~Seven~~ **Fifteen** Thousand ~~Five Hundred~~ and 00/100 dollars (**\$15,000** ~~7,500~~) annually into the Employee's chosen 457 Deferred Compensation Plan. Such payment will be paid to the Employee as compensation for purposes of determining Employee's income under the Arizona State Retirement System. Such payment will be paid each pay period on a pro-rated basis.

5. **Effect of Amendment**. Except as otherwise expressly provided in this First Amendment, the Agreement is affirmed and ratified and all terms and conditions of the Agreement shall remain in full force and effect.

6. **Non-Default**. By executing this First Amendment, each Party affirmatively asserts that (i) the other Party is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

7. **Conflicts of Interest**. The Parties acknowledge that this First Amendment is subject to cancellation pursuant to A.R.S. § 38-511.

8. **No Third-Party Beneficiaries**. This First Amendment shall not create any third-party beneficiary rights to any person or entity who is not a party to this First Amendment or to the Agreement.

[Signatures on following page]

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.

EMPLOYER:

EMPLOYEE:

CITY OF FLAGSTAFF
an Arizona municipal corporation

Becky Daggett, Mayor

Sterling T. Solomon

ATTEST:

City Clerk

APPROVED AS TO FORM:

Gust Rosenfeld P.L.C.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Sara Dechter, AICP, Comprehensive Planning Manager
Co-Submitter: Lauren Clementino
Date: 01/02/2025
Meeting Date: 01/07/2025



TITLE:

Consideration and Adoption of Resolution No. 2025-01: A resolution of the Flagstaff City Council, listing 101 North Leroux Street, 103 North Leroux Street, 8 West Aspen Avenue, and 12 West Aspen Avenue on the Flagstaff Register of Historic Places

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-53 by title only
2. City Clerk reads Resolution No. 2024-53 by title only (if approved above)
3. Adopt Resolution No. 2024-53

Executive Summary:

In 2017, the Heritage Preservation Officer, Karl Eberhard, determined that the rehabilitation of 101 N Leroux and 103 N Leroux had made the buildings eligible for the National Register of Historic Places. The property owner has given permission for the City of Flagstaff to list the property on the Flagstaff Register of Historic Places.

Financial Impact:

This will make the property eligible for federal exemptions from some flood regulations and if the property owner pursues State listing, the property would be eligible for the State Historic Property Tax Program.

Policy Impact:

The City of Flagstaff has had the authority to list properties on the Local Register of Historic Places through [City Code 1-21](#). This part of the Code has not been used since at least 2006. Staff developed an abbreviated form for nomination based on the NPS Form 10-900. Additional research would be needed before a state or federal listing could be requested. Being listed on a local register does not create any obligation or restrictions for the property owner but does allow property owners to be eligible for grants and for exemptions from the 50% improvement restriction for properties in the floodplain.

Previous Council Decision or Community Discussion:

The Heritage Preservation Commission created a subcommittee to review the application as required by City Code 1-21 on November 20, 2024. The subcommittee met on December 2, 2024 and The Heritage Preservation Commission recommended on December 18, 2024 that the City Council approve the listing.

Options and Alternatives to Recommended Action:

If the Council chooses not to list the property then the property will no longer be eligible for exemptions to the

RESOLUTION NO. 2025-01

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, LISTING 101 NORTH LEROUX STREET, 103 NORTH LEROUX STREET, 8 WEST ASPEN AVENUE, AND 12 WEST ASPEN AVENUE ON THE FLAGSTAFF REGISTER OF HISTORIC PLACES

RECITALS:

WHEREAS, 101 North Leroux Street, 103 North Leroux Street, 8 West Aspen Avenue, and 12 West Aspen Avenue located on County Assessor Parcel Number 10019001A (the Property) were historically developed with commercial and residential uses starting in 1924;

WHEREAS, the City of Flagstaff's Acting Heritage Preservation Officer nominated the Property for listing on the Flagstaff Register of Historic Places;

WHEREAS, the Property owner, Barry Levitan, has consented to the listing the Property on the Flagstaff Register of Historic Places;

WHEREAS, the Heritage Preservation Commission determined that the property is of local significance as a Property associated with events that have made a significant contribution to the broad patterns of our history and as a Property embodying the distinctive characteristics of a type, period, or method of construction or representing the work of a master, or possessing high artistic values, or representing a significant and distinguishable entity whose components lack individual distinction;

WHEREAS, the Heritage Preservation Commission has recommended listing of the Property on the Flagstaff Register of Historic Places; and

WHEREAS, the City Council has reviewed the information provided by staff and the recommendation of the Heritage Preservation Commission and determined:

- The period of significance is 1924 to 1963.
- The Property contributes to the history of commerce as a mixed-use anchor in the Flagstaff downtown as the Pay n Tak'it Market, and the original JCPenneys during their historical period of significance.
- The Property contributes to the history of architecture as one of two historically significant buildings in the Flagstaff Downtown that are in the Spanish Colonial architectural style.
- The Property contributes to the history of residences as the Kinlani Apartments which are one of the oldest continually occupied apartments in the City of Flagstaff.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The Property meets the requirements for listing in the Flagstaff Register of Historic

Places set forth in Flagstaff City Code Section 1-21.

SECTION 2. 101 North Leroux Street, 103 North Leroux Street, 8 West Aspen Avenue and 12 West Aspen Avenue are hereby listed on the Flagstaff Register of Historic Places.

SECTION 3. Staff is directed to record this resolution with the Coconino County Recorder within thirty (30) days of adoption.

SECTION 4. This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of January, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

From: [Barry Levitan](#)
To: [Sara Dechter](#)
Subject: Re: 101 and 103 N Leroux
Date: Friday, November 8, 2024 5:43:50 PM

I would like my building located at 101/103 N Leroux and 8/12 W Aspen to be listed on the Local Register. Ty.

Barry Levitan

On Friday, November 8, 2024 at 01:37:48 PM MST, Sara Dechter <sdechter@flagstaffaz.gov> wrote:

Hi Barry,

One more thing: I was looking at the attached Code and I actually need an email from you stating that you would like the building to be listed on the Local Register. Give me a call if you have any questions about the attached part of the City Code.

Sara

From: Sara Dechter <SDechter@flagstaffaz.gov>
Sent: Friday, November 8, 2024 10:00 AM
To: Barry Levitan <bllips@aol.com>
Subject: Re: 101 and 103 N Leroux

Hi Barry,

Do you have any documentation of who the architect of the building was?

Get [Outlook for Android](#)

From: Barry Levitan <bllips@aol.com>
Sent: Friday, November 8, 2024 8:25:01 AM
To: Sara Dechter <SDechter@flagstaffaz.gov>
Subject: Re: 101 and 103 N Leroux

Thank you. Attached with additional info.

Barry

On Wednesday, November 6, 2024 at 12:54:03 PM MST, Sara Dechter <sdechter@flagstaffaz.gov> wrote:

Please review and send me any other information that you.

Sara Dechter, AICP, CP3

Comprehensive and Neighborhood Planning Manager

1-928-213-2631



FLAGSTAFF REGIONAL PLAN 2045

www.flagstaff.az.gov/regionalplan2045

Other program Websites:

www.flagstaff.az.gov/comprehensiveplanning

www.flagstaff.az.gov/901/Heritage-Preservation

City of Flagstaff, AZ

Based on National Park Service Form 10-900

Local Register of Historic Places Nomination Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

1. Name of Property

Historic name: JCPenneys on Leroux

Other names/site number: Pay'n'Takit Market, Kinlani Apartments

Name of related multiple property listing:

(Enter "N/A" if property is not part of a multiple property listing)

2. Location

Street & number: 101 and 103 N Leroux 8 and 12 W Aspen Ave

City or town: Flagstaff State: AZ County: Coconino

Not For Publication: Vicinity:

3. Local Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this x nomination ___ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property x meets ___ does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

___ national ___ statewide x local

Applicable National Register Criteria:

x A ___ B x C ___ D

_____ Signature of certifying official/Title:		_____ Date
---	--	----------------------

In the opinion of the Heritage Preservation Commission, the property ___ meets
does not meet the National Register criteria.

Signature of commenting official:

Date

Title :

**State or Federal agency/bureau
or Tribal Government**

4. Classification

Ownership of Property

(Check as many boxes as apply.)

Private:

Public – Local

Public – State

Public – Federal

Category of Property

(Check only **one** box.)

Building(s)

District

Site

Structure

Object

Number of Resources within Property

(Do not include previously listed resources in the count)

Contributing	Noncontributing	
<u>2</u>	<u>0</u>	buildings
<u>0</u>	<u>0</u>	sites
<u>0</u>	<u>0</u>	structures
<u>0</u>	<u>0</u>	objects
<u>2</u>	<u>0</u>	Total

Number of contributing resources previously listed in the Local Register 0

5. Function or Use

Historic Functions

(Enter categories from instructions.)

Specialty Store – Furniture – McMann’s

Department Store – JC Penneys

Residences - Apartments

Grocery Store - Pay N Takit Market

Beauty Shop (1948 Sanborns)

Current Functions

(Enter categories from instructions.)

Restaurant (103)

Apartments (101 – 2nd Floor)

JCPenney on Leroux
Name of Property
Vacant Restaurant/Retail (101- 1st Floor)
Bar/Lounge (101 1st Floor)

Coconino, AZ
County and State

6. Description

Architectural Classification Spanish Colonial Revival

Materials: (enter categories from instructions.)

Principal exterior materials of the property: ___Brick, Stucco, metal, glass_____

Narrative Description

(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with a **summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

Building started in 1924 by Madame Lulu who had worked across the street at the Weatherford Hotel. Three stories with brick, cement, stucco, arched windows ground level along Aspen Ave. and rectangular windows on upper floors in apartments. Third story balcony with double doors from hallway with intricate ornamental masonry lintels, matching entrance door detail along Aspen to apartments. 3/4 full basement tied into original steam pipe system downtown for heating. All features along Aspen Ave were stuccoed over by alterations in the 60s and restored with new and larger windows bringing back the arches along the wall.

Summary Paragraph

The property at 101 and 103 N Leroux was originally the Pay n Takit Market and then JC Penneys in Downtown Flagstaff. The buildings were constructed in 1924 and anchored a mixed use commercial space and residential apartments for Northern Arizona University faculty, in the center of Downtown.

Narrative Description

The two addressed buildings were originally a combined department store and were separated when a new department store opened across Leroux in 1963. Over time the building has been occupied by furniture stores and bars and the upstairs has been the Kinlani apartments. The building was not included in the original inventory for Downtown Flagstaff because it was heavily altered between 1963 and 1984. Since adoption of the Downtown Overlay standards and guidelines in the 1993, the building has been through several rehabilitations and is now

eligible for the Local Register of Historic Places. It was first deemed eligible in 2017 but no motion was made to add it to the Local Register at that time.

7. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- A. Property is associated with events that have made a significant contribution to the broad patterns of our history.
- B. Property is associated with the lives of persons significant in our past.
- C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D. Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

- A. Owned by a religious institution or used for religious purposes
- B. Removed from its original location
- C. A birthplace or grave
- D. A cemetery
- E. A reconstructed building, object, or structure
- F. A commemorative property
- G. Less than 50 years old or achieving significance within the past 50 years

JCPenney on Leroux
Name of Property

Coconino, AZ
County and State

Areas of Significance

(Enter categories from instructions.)

Architecture

Commerce

Residential

Period of Significance

1900-1939 - Flagstaff Railroad Addition

1924-1963 – Significant for the building as an individual listing

Significant Dates

1924

1963

Significant Person

(Complete only if Criterion B is marked above.)

NA

Cultural Affiliation

Euro-American

Architect/Builder

Unknown

Statement of Significance Summary Paragraph (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

The building was the first 20th century department store to locate in Downtown Flagstaff. It is one of two Spanish Colonial Revival buildings that anchor the Downtown commercial district. The other building is the Monte Vista Hotel which is a contributing structure to the Railroad Addition NRHD.

Narrative Statement of Significance (Provide at least **one** paragraph for each area of significance.)

Criteria A – The building was the first 20th century department store to locate in Downtown Flagstaff. The building was frequently photographed during parades, pow wows and community events. The period of significant for the building is based on the beginning of the 20th century to World War 2 because the travel and retail shopping trends of Flagstaff changed after World War 2.

Criteria C – The building was constructed in the Spanish Colonial Revival and is one of only 2 buildings with this style of architecture in Downtown Flagstaff. The location and orientation of these buildings provide architectural book ends to Aspen Ave. in the historic Downtown. The ornamental lintel around the upstairs windows and the entrance to the apartments from Aspen Avenue. There is a wrought iron balcony facing Leroux. The downstairs department store windows are in large arched recesses. Brick and stucco is consistent with the style.

Local Significance – The presence of JCPenney in Downtown Flagstaff was the main national department store from 1924 to 1982 and this was its first location. The frequency in which this building is features in historic photos because of its location across the street from the Weatherford also contributes to the building’s significance.

8. Major Bibliographical References

Bibliography (Cite the books, articles, and other sources used in preparing this form.)

HPC applications for 101, 103 and 120 N Leroux.

Primary location of additional data:

Name of Property

County and State

State Historic Preservation Office

Other State agency

Federal agency

Local government

University

Other

Name of repository: _____

Historic Resources Survey Number (if assigned): _____

9. Geographical Data

Acreeage of Property 9692 square feet

Legal Boundary Description (Describe the boundaries of the property.)

Subdivision: FLAGSTAFF TOWNSITE Block: 19 Lot: 2 THRU:- Lot: 4 S 5.1 FT LOT 1 EXCEPT ELY 4' , ,
Sixteenth: SE Quarter: SE Section: 16 Township: 21N Range: 07E

10. Form Prepared By

name/title: Sara Dechter, AICP – Acting Heritage Preservation Officer

organization: City of Flagstaff, AZ

street & number: 211 W Aspen Ave

city or town: Flagstaff state: AZ zip code: 86005

e-mail sdechter@flagstaffaz.gov

telephone: 928-213-2631

date: 11/6/2024

Additional Documentation

Submit the following items with the completed form:

- **Maps:** A **USGS map** or equivalent (7.5 or 15 minute series) indicating the property's location.
- **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.

Photographs

Photo Log

Name of Property: JC Penney Building

City or Vicinity: Flagstaff, AZ

County: Coconino

State: Arizona

Description of Photograph(s) and number, include description of view indicating direction of camera:



1 of 5. Google Street View of 101 N Leroux from the SE



2 of 5. Google Street View of 103 N Leroux from the E



3 of 5. Late 1920s photo of the JC Penney building from the SE



4 of 5. Early 1960s photo of the JC Penney building from the SE

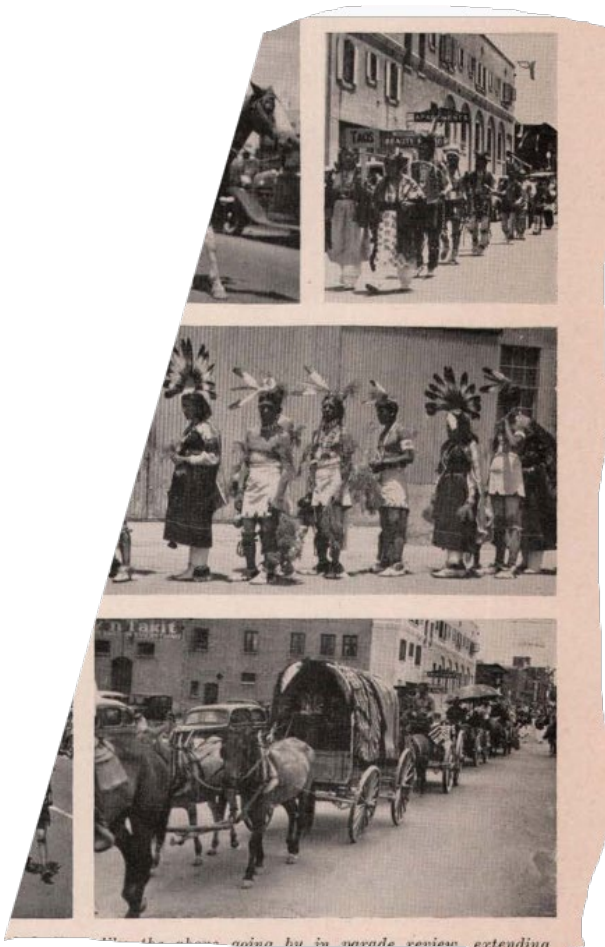


5 of 5. Photograph from Coconino Sun of Indian Pow Wow parade on Aspen Ave. Taken from SW. Photographer stood in front of the Orpheum.

Photo Log continued



1 of 7 1939 parade photo taken facing SE



2 of 7 1941 Parade photos (top and bottom) taken from the SE



3 of 7 1942 Parade photo taken from the SE

Citation for this item



4 of? 1964 Parade Photo take facing E up Aspen Ave.



5 of ? Undated photo from SW



6 of 7 1934 Photo of building from the SE



7 of 7 1973 photo of building take from the W

Flagstaff Register of Historic Places Listing

101 and 103 N. Leroux and 8 and 12 W. Aspen





Heritage Preservation

Program Description

- The goal of the Heritage Preservation Program is to implement the public policy for the preservation of the historic environment of Flagstaff, the work of this program includes:
 - Design review
 - Historic property inventories
 - Impact analysis
 - Landmark and historic district formation
 - Maintenance



Heritage Preservation Commission



Commission Overview

- The Commission advises the City Council on all matters relating to historic properties, funding of cultural resources, and reviews development projects in accordance with the City Zoning Code provisions for Cultural Resources.



Current Photographs

Google Street View from the SE





Current Photographs

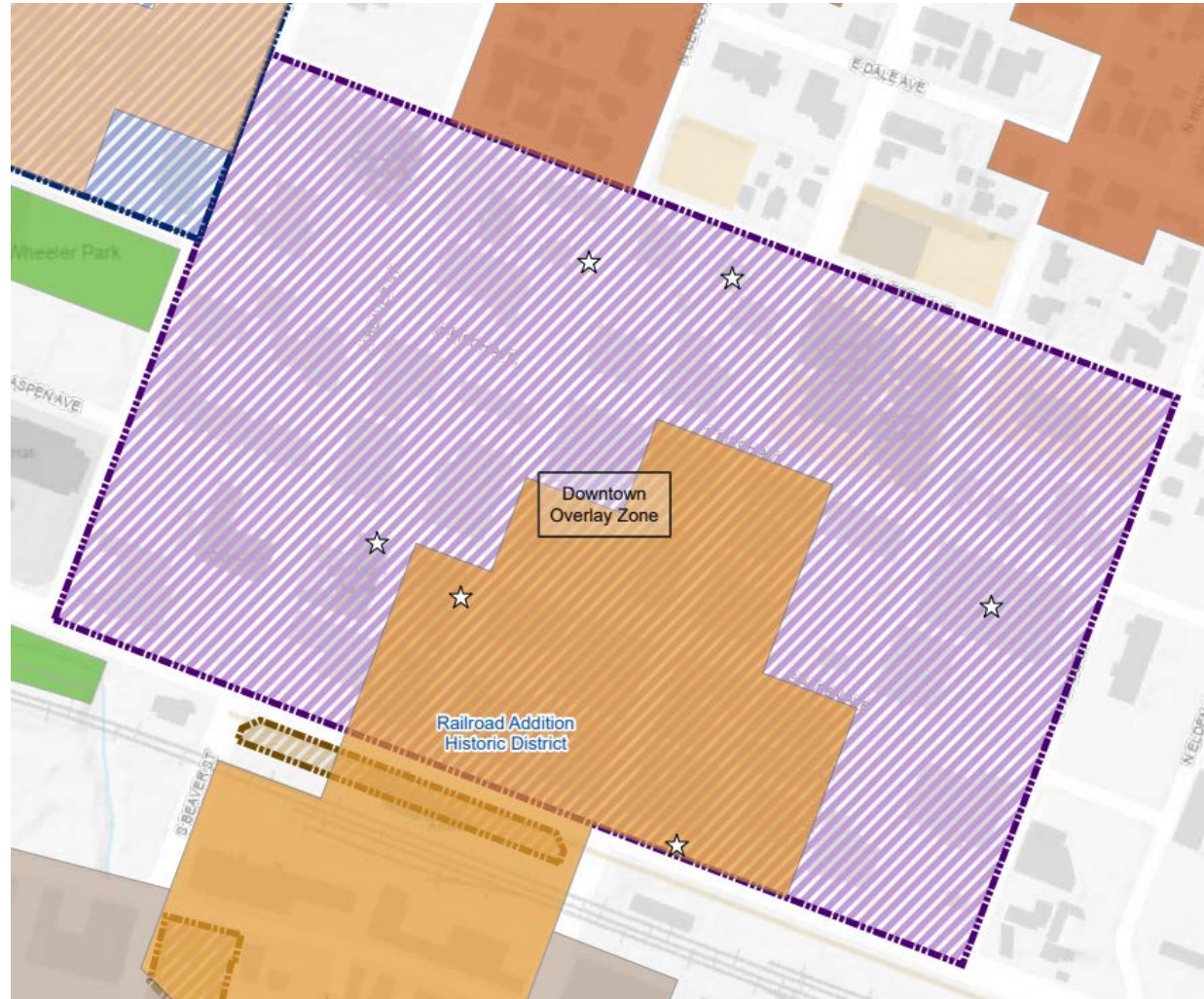
Google Street View from the E





Special Districts Map

Downtown Overlay Zone and Railroad Addition Historic District



Property Rehabilitation Project

- The back of the property is in the 100-year floodplain
- In 2017, the property owner started extensive repairs which restored its historic integrity
- Work from 2017-2020 fell under a stormwater permit exemption for buildings eligible for listing in the National Register of Historic Places



Stormwater Permit Audit

- In late 2020, rules for exemption changed and now require listing instead of eligibility
- A state audit of stormwater permits found that COF approved improvements in 2021 after the rule change
- Listing on Flagstaff Register of Historic Places would bring permits into compliance





Flagstaff Register of Historic Places



CHAPTER 1-21 FLAGSTAFF REGISTER OF HISTORIC PROPERTIES

SECTIONS:

- [1-21-001-0001](#) NAME OF REGISTER:
- [1-21-001-0002](#) ADMISSION OF HISTORIC PROPERTIES:
- [1-21-001-0003](#) ELIGIBILITY FOR INCLUSION IN REGISTER:
- [1-21-001-0004](#) NOMINATIONS, FORM PROVIDED:
- [1-21-001-0005](#) NOTIFICATION OF PROPERTY'S NOMINATION:
- [1-21-001-0006](#) WITHDRAWAL FROM REGISTER:
- [1-21-001-0007](#) GUIDELINES FOR NOMINATION:
- [1-21-001-0008](#) NOTIFICATION OF PROPERTY OWNERS WITHIN PROPOSED DISTRICT:
- [1-21-001-0009](#) SUBMISSION OF NOMINATION FORMS, REVIEW BY COMMISSION:
- [1-21-001-0010](#) ADMINISTRATIVE PROCEDURES:

1-21-001-0001 NAME OF REGISTER:



The Local Historic Register shall be named the Flagstaff Register of Historic Properties.

1-21-001-0002 ADMISSION OF HISTORIC PROPERTIES:

All buildings and districts listed on the National Register of Historic Places or the State of Arizona Register of Historic Places, shall automatically be admitted to the City of Flagstaff Register of Historic Properties with the concurrence of the property owners.

1-21-001-0003 ELIGIBILITY FOR INCLUSION IN REGISTER:

All buildings, sites or districts, which possess significant historical and/or architectural significance to the City and are at least fifty (50) years old, shall be deemed eligible for inclusion in the Register.

A. Where strong justification or special significance exists and their historical and/or architectural significance can be shown to be of a special nature, properties less than fifty (50) years old shall be considered for admission to the Register.



Flagstaff Register of Historic Places



1-21-001-0004 NOMINATIONS, FORM PROVIDED:

Nominations to the City of Flagstaff Register of Historic Properties may be made by any person or group of persons, said nomination shall be made on a form provided by the City and shall include:

- A. A current photograph of the property.
- B. The property name and location.
- C. The owner's name and address.
- D. A physical description.
- E. A statement of significance.
- F. Additional documentation that may be required by the Flagstaff Historic Sites Commission to establish the merits of an individual property.

1-21-001-0005 NOTIFICATION OF PROPERTY'S NOMINATION:

If the nomination is made by someone other than the property owner, the property owner shall be notified in writing of the property's nomination. If a property is owned by more than one person, all owners will be notified of the nomination and the desires of a simple majority of the owners will be considered, unless a legal instrument agreed to among the owners or otherwise binding on the owners provides to the contrary, then in that event the legal instrument shall control in considering the property for nomination.

- A. The property shall not be placed on the Local Register until the property owners respond in writing that they desire their property to be placed on said Register.
- B. If the written response is not received within sixty (60) days, the nomination will be considered withdrawn.



Flagstaff Register of Historic Places



1-21-001-0007 GUIDELINES FOR NOMINATION:

Any person or group may nominate a group of properties for inclusion in the Register as a historic district using the following guidelines:

- A. A historic district shall be comprised of a minimum of fifty percent (50%) of properties which are deemed to contribute to the historic significance of the district.
- B. The Secretary of Interiors Standards for evaluating structures within registered historic districts shall be used as the admission criteria.
 1. A structure contributing to the historic significance of a district is one which by location, design, setting, materials, workmanship, feeling and association adds to the district's sense of time and place and historical development.
 2. A structure not contributing to the historical significance of a district is one that does not add to the district's sense of time and place and historical development; or one where the integrity of the original design or individual architectural features or spaces have been irretrievably lost; or one where physical deterioration and/or structural damage has made it not reasonably feasible to rehabilitate the building.
 3. Ordinarily, structures that have been built within the last fifty (50) years shall not be considered eligible unless a strong justification concerning their historical or architectural merit is given or the historical attributes of the district are considered to be less than fifty (50) years old.



Flagstaff Register of Historic Places



1-21-001-0009 SUBMISSION OF NOMINATION FORMS, REVIEW BY COMMISSION:

All completed nomination forms shall be submitted to the City of Flagstaff Historic Sites Commission for consideration at a regularly scheduled meeting. The Commission shall:

- A. Appoint a three (3) member subcommittee, for a term of one year, to review all nominations.
 - 1. The subcommittee will report on each nomination at the next regularly scheduled Commission meeting regarding the nominee's compliance with criteria for admission to the City of Flagstaff Register of Historic Properties.
 - 2. The Commission shall at that time vote on each application, either to recommend that the City Council accept it for admission or reject it.
 - a. A simple majority vote of members present shall prevail.
 - b. Rejected applications may be resubmitted after a twelve (12) month waiting period.
 - c. A nomination may be returned to the applicant for additional information prior to action by the Commission.

1-21-001-0010 ADMINISTRATIVE PROCEDURES:

- A. The Planning and Development Section shall be in charge of maintaining all the local historic register documents and shall record all accepted local historic properties with the County Recorder within thirty (30) days of acceptance by the City Council.
- B. The Planning and Development Section shall include notification to the Development Review Board and prospective developers that a particular property is on the Local Historic Register. (Ord. 1290, 12-6-83)

Historical Significance

Period of significance:
1924-1963

Criterion A: Events

Criterion C:
Design/Construction

- Constructed in 1924
- Historically the Pay n Tak'it Market and original JCPenneys
- One of two Downtown buildings in the Spanish Colonial architectural style
- The Kinlani Apartments are one of the oldest continually occupied apartments in the City of Flagstaff





Historic Photographs

Late 1920s photo taken from the SE





Historic Photographs

1934 parade photo taken from SW



FLAGSTAFF POW-WOW,
PARADE, JULY 1934.
(CARSON)



Historic Photographs

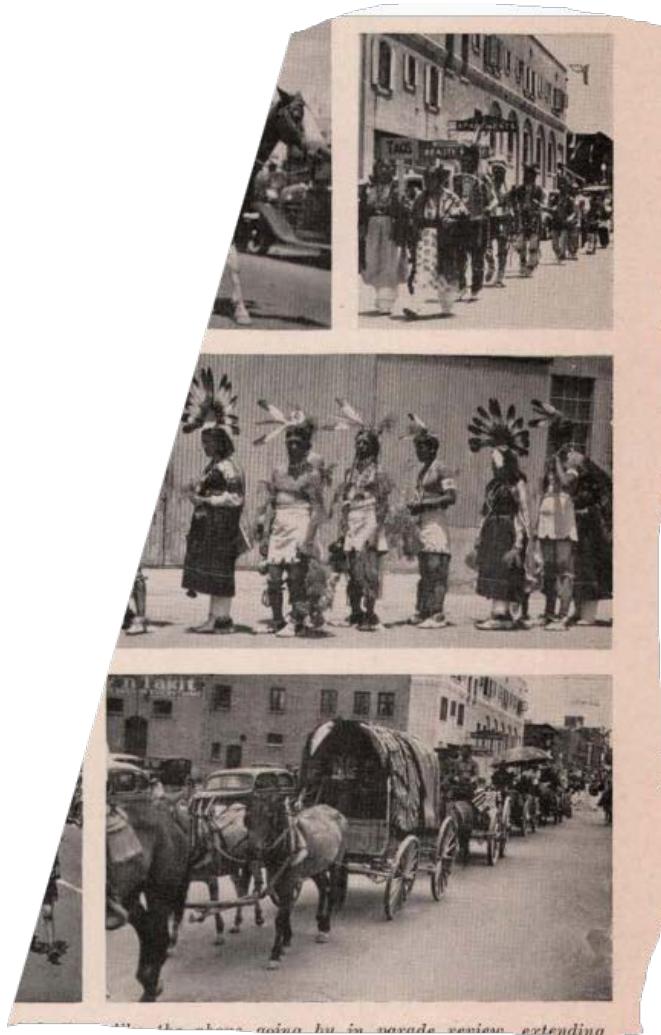
1939 parade photo taken from SW





Historic Photographs

1941 parade photos (top and bottom) taken from the SW





Historic Photographs

1964 parade photo taken from SW





Historic Photographs

Early 1960s photo taken from NE





Historic Photographs

Early 1960s photo taken from E





Historic Photographs

1973 photo taken from the E





Historic Photographs



2017 photos



MALONEY ' S TODAY



Heritage Preservation Commission Review

- The HPC created a subcommittee to review the application as required by City Code 1-21 on November 20, 2024
- The subcommittee met on December 2, 2024
- The HPC recommended on December 18, 2024 that the City Council approve the listing



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Sarah Langley, Public Affairs Director
Date: 01/02/2025
Meeting Date: 01/07/2025



TITLE

Discussion on 2025 State and Federal Legislative Priorities

STAFF RECOMMENDED ACTION:

Provide staff with feedback and input on the 2025 draft state and federal legislative priorities.

Executive Summary:

The draft 2025 state and federal legislative priorities detailed in the attached documents represent an updated listing of last year's legislative priorities. City staff and lobbyists have made suggested updates to the legislative priorities based on the legislative landscape that we face in 2025, as well as accomplishments that have been achieved over the last year.

City staff and lobbyists are requesting Council input and direction on the draft state and federal legislative priorities. After this input is received, it will be incorporated, and a final version will be presented for Council approval at the January 21 Council Meeting. Once approved by the City Council, the 2025 legislative priorities will be used by City staff and lobbyists to guide their work throughout the year at both the state and federal levels.

Information:

On January 16, 2024, the Flagstaff City Council approved the 2024 legislative priorities.

Attachments: [Draft Federal Priorities](#)
[Draft State Priorities](#)



CITY OF FLAGSTAFF

DRAFT 2025 Federal Legislative Priorities

TRANSPORTATION & INFRASTRUCTURE

Rio de Flag Flood Control Project - Utilizing the \$52 million in secured funding, support expedited award and completion of the project while working with the Army Corps, BNSF Railway and the Arizona Dept. of Transportation to ultimately remove more than half of the City's residents, as well as the downtown and NAU areas, from the flood plain and protect more than \$1 billion in assets.

Infrastructure Investment and Jobs Act (IIJA) - Pursue competitive grants and formula funds from the IIJA to finance high-priority infrastructure projects within the City, while also working to reauthorize the important programs from the IIJA in the new surface transportation reauthorization bill.

Transportation - Advocate for projects, policies and legislation that strengthen multi-modal transportation systems and adopt a transformative transportation planning approach, in line with the City's Active Transportation Master Plan and the Carbon Neutrality Plan. Promote investments in clean transportation infrastructure, including public transit, electric vehicle charging, and bicycle/pedestrian infrastructure.

Water and Stormwater Infrastructure – Utilize funding dedicated by the IIJA and other legislation to complement and improve City water and stormwater infrastructure. Advocate for assistance to upgrade infrastructure to withstand catastrophic events such as flooding, storms, and forest fires.

Flagstaff Pulliam Airport – Advocate for funding for projects included in the Flagstaff Pulliam Airport five-year Capital Improvement Program, specifically the need for discretionary construction funding for the upcoming new Snow Removal Equipment (SRE) building.

ENVIRONMENT

Energy Independence - Support legislation and funding to scale up local renewable energy installations and energy sovereignty, focusing on education and job development. Invest in grid infrastructure to enhance energy storage and smart grid technology. Protect and expand renewable energy and energy efficiency tax credits for cities, schools, businesses, and residents.

Securing Arizona's Fair Share of Investments - Urge Congress to protect investments in Arizona's clean technology economy, including federal funding that supports workforce training and jobs in energy efficiency, renewable energy, and transportation electrification.



CITY OF FLAGSTAFF

Forest Health – Utilize federal funding to support important regional projects to reduce wildfire risk to forested communities. Advocate for collaborative prescribed fire policies that both increase acres treated and support the development of a technically skilled workforce.

COMMUNITY INFRASTRUCTURE

Affordable Housing – Support legislation to create a middle-income housing tax credit. Promote direct funding for local governments to accelerate housing development, including CDBG, HOME, and the Housing Trust Fund. Promote full funding adjusted for inflation for Public Housing and capital funds, as well as the Section 8 Housing Choice Voucher Program and programs for veterans' housing. Remove income targeting requirements to establish a more streamlined and fair approach to housing eligible households, ensuring consistency regardless of variations in local and state minimum wages.

Fire and Flood Insurance – Advocate for affordable flood insurance premiums for Flagstaff residents. Work to ensure that FEMA deems post-wildfire flooding during monsoon season as an emergency under the Public Assistance Program and Policy Guide (PAPPG). Support efforts to ensure affordable and accessible fire insurance coverage for Flagstaff residents. Promote policy action aligned with recommendations of the Wildland Fire Mitigation and Management Commission.

Rural Broadband – Utilize federal funding for rural broadband access and capacity to encourage and develop economic activity, including allowing for remote education, business attraction, revenue creation and the attraction of remote workers.



DRAFT 2025 State Legislative Priorities

GUIDING PRIORITIES

Preserve Local Control - Support legislation that preserves or enhances the City's ability to govern locally and oppose legislation that reduces or restricts the City's local authority.

State Shared Revenues - Protect (and recover) state shared revenues to municipalities and oppose new legislation seeking to divert shared revenues away from municipalities.

TRANSPORTATION & INFRASTRUCTURE

Transportation - Advocate for additional funding to plan, build, preserve, modernize, and expand transportation and infrastructure projects that impact northern Arizona and our tribal partners. Support investments in clean transportation infrastructure, including public transit, electric vehicle charging, and bicycle/pedestrian infrastructure.

Resilience and Preparedness - Advocate for assistance to upgrade infrastructure to withstand catastrophic events such as flooding, storms, and forest fires.

Flagstaff Pulliam Airport – Protect the State Aviation Fund (similar to HURF) and emphasize the need to use funds for airport maintenance and operations. Discourage transfers out of the fund for non-aviation expenditures.

COMMUNITY INFRASTRUCTURE

Affordable Housing - Support legislation and seek funding in support of affordable housing, including the renewal of the Arizona Department of Housing (ADOH) and renewal of the State Affordable Housing Tax Credit program. Join cities across the state in prioritizing the creation of housing units while retaining local control in areas related to housing development.

Short-Term Rentals - Work with stakeholders supporting legislation to allow for local regulations over investor-owned residential properties used as short-term rentals and ensure equity with the hotel industry.

Rural Broadband - Support and encourage continuing state efforts to increase rural broadband access and capacity to encourage and develop economic activity, including allowing for remote education, business attraction, revenue creation, and the attraction of remote workers.



CITY OF FLAGSTAFF

Fire Insurance – Support state level efforts to ensure affordable and accessible fire insurance coverage for Flagstaff residents, including efforts to reduce wildfire risk in both the natural and built environments that are aligned with the AZ Dept. of Insurance and Financial Institutions Resiliency and Mitigation Council.

ENVIRONMENT

Forest Health - Advocate for state and federal investments in wildfire risk reduction-based forest management across all lands in northern Arizona, complementing municipal efforts to protect our region. Invest state funding in important regional forest health projects across all lands while also reducing wildfire risk to the built environment. Advocate for collaborative prescribed fire policies that both increase acres treated and support the development of a technically skilled workforce.

Arizona Corporation Commission - Urge the Arizona Corporation Commission to preserve energy efficiency programs and renewable energy credits to protect critical resources that benefit Arizona households, businesses, workers, and ratepayers. Develop and strengthen relationships with Arizona Corporation Commissioners to increase awareness of these programs' economic and workforce development benefits.

Environmental Funding and Partnership - Support state funding and partnership opportunities to expand open space, parks, natural areas, trails, and wildlife corridor initiatives across northern Arizona. Support the restoration of funding to the Arizona State Parks Heritage Fund grant program for historic preservation. Promote the City's dark skies program and strengthen relationships with regional partners such as the Arizona Department of Transportation to increase understanding of the City's dark skies goals.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Amy Hagin, Assistant Parks and Recreation Director
Co-Submitter: Steven Thompson
Date: 01/02/2025
Meeting Date: 01/07/2025



TITLE

Courtesy Snow Berm Relocation and Snow Hero Information and Discussion

STAFF RECOMMENDED ACTION:

Discussion and presentation on two programs offered to eligible community members following snow events

Executive Summary:

The courtesy berm relocation program is offered to eligible residences within city limits with the berm that is created at the end of a driveway in the right of way from the Public Works snow operation. This service is available to those individuals who have a temporary or permanent disability such as, but not limited to, a cardiac condition; lung disease; arthritis; not being able to walk without the assistance of a brace, cane, walker, wheelchair, or other prosthetic or assistive device; a limb injury; or the use of portable oxygen. Participants request to be included in the program via an application that includes approval from the applicant's medical professional.

The Snow Hero program's primary focus is on snow relocation efforts on the sidewalk in front of private property and may also assist with addressing berms created from the roadway plowing efforts that need to be relocated for multimodal access.

This discussion is to provide insight into both programs, demonstrate their collaboration, and the future of both programs as our community expands.

Information:

Staff will review a presentation with City Council that is intended to be information only.

Attachments: [Presentation](#)

Courtesy Berm Relocation and Snow Hero Program Discussion



Photo Credit: Nelson Hochberg



Courtesy Berm Relocation Program - Overview

- PROSE manages and performs the service
- Relocation of snow berm in the right of way for driveway access
- Occurs after Public Works has plowed the street which creates the berm
- High level of communication





City of Flagstaff
Parks, Recreation, Open Space and Events
(PROSE)
211 W Aspen Ave
Flagstaff, AZ 86001

**APPLICATION
For
COURTESY
SNOW BERM RELOCATION**

Applicant Name (disabled person)	Email	Primary Phone	May we text you snow related info? Y <input type="checkbox"/> N <input type="checkbox"/>
Applicant Address			
Do you have multiple driveways? Y <input type="checkbox"/> N <input type="checkbox"/> Please specify which driveway is your PRIMARY ACCESS (City can only clear Primary access):			

Physically Disabled* – Medical Certification must be completed by an authorized medical professional. Applicant must have one or more of the following conditions.

- Unable to walk 200 feet without stopping to rest.
- Unable to walk without help from another person or a brace, cane, crutch, wheelchair or other prosthetic or assistive device.
- Lung disease with forced respiratory, expiratory volume for one second, if measured by spirometry, is less than one liter, or the arterial oxygen tension is less than 60 mm/hg on room air at rest.
- Uses portable oxygen.
- Cardiac condition with Class 3 or 4 functional limitations as by American Heart Association standards
- Arthritis

*Conditions as per the MVD disability placard application
azdot.gov/sites/default/files/license-plates/96-0104_individual.pdf

Medical Certification			
Health Professional Name	Phone	Fax	
Facility Name			
Mailing Address	City	State	Zip
I certify that the applicant has one or more of the conditions listed above and for that reason is: <input type="checkbox"/> Permanently Physically Disabled (Medical Cert must be on file and residency affirmed ANNUALLY) <input type="checkbox"/> Temporarily Physically Disabled (Service expires at the end of the current snow season)			
Health Professional Signature		Date	

Applicant

I have read this form and agree to comply with all the requirements for the Snow Berm Relocation Service.

Applicant Name	Applicant Signature	Date
----------------	---------------------	------

***Please visit: www.flagstaff.az.gov/4679/SnowBermRelocationAssistance
for program details and FAQs**

For questions not answered in the FAQ, or to submit your application electronically:

PROSEinquiry@flagstaffaz.gov

Eligibility Criteria

- Residences within city limits
- Permanent or temporary medical condition
- Application certified by medical staff

<https://www.flagstaff.az.gov/4679/Snow-Berm-Relocation-Assistance>

How does PROSE manage this process?

Each August, the PROSE team contacts all Courtesy Berm Relocation households from season that just ended

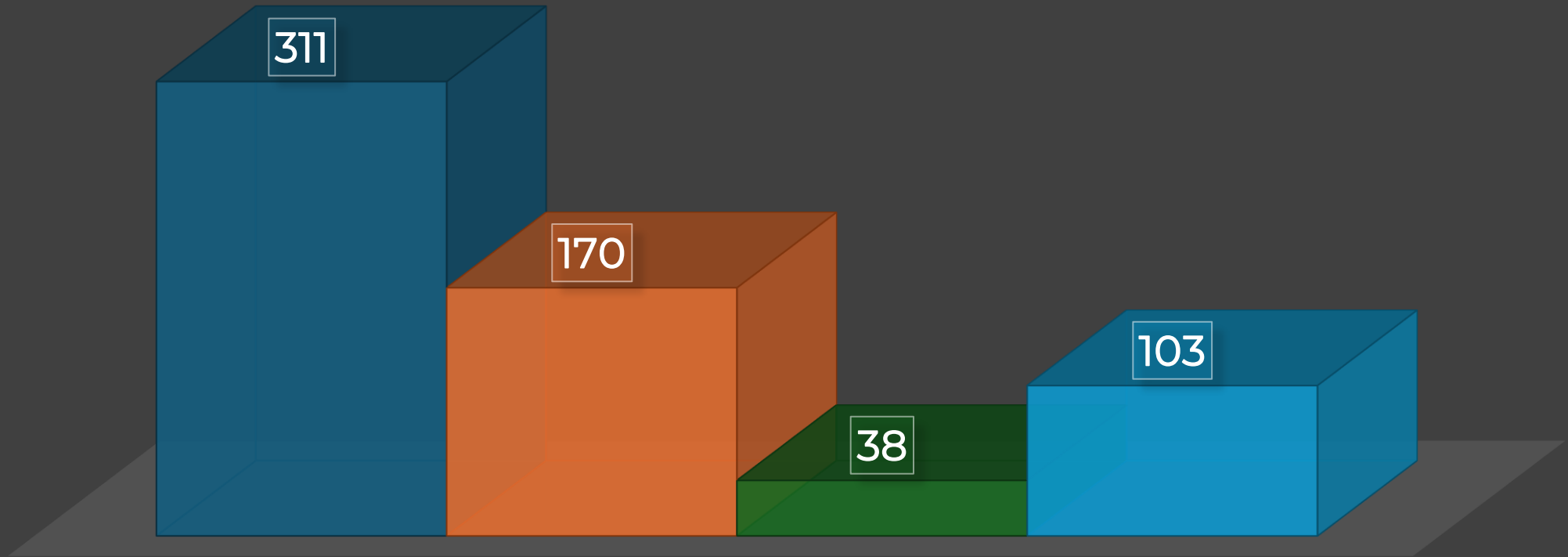
Each October, the list is managed based on those phone calls, emails and connections with the households

Temporary residents are removed at the end of the needed duration

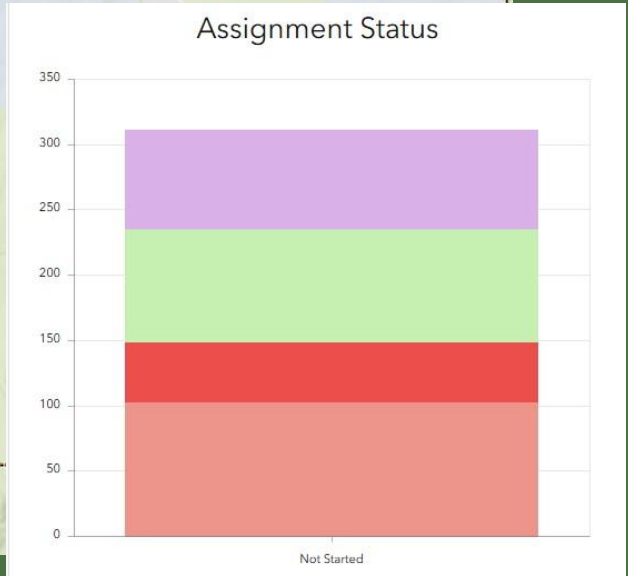
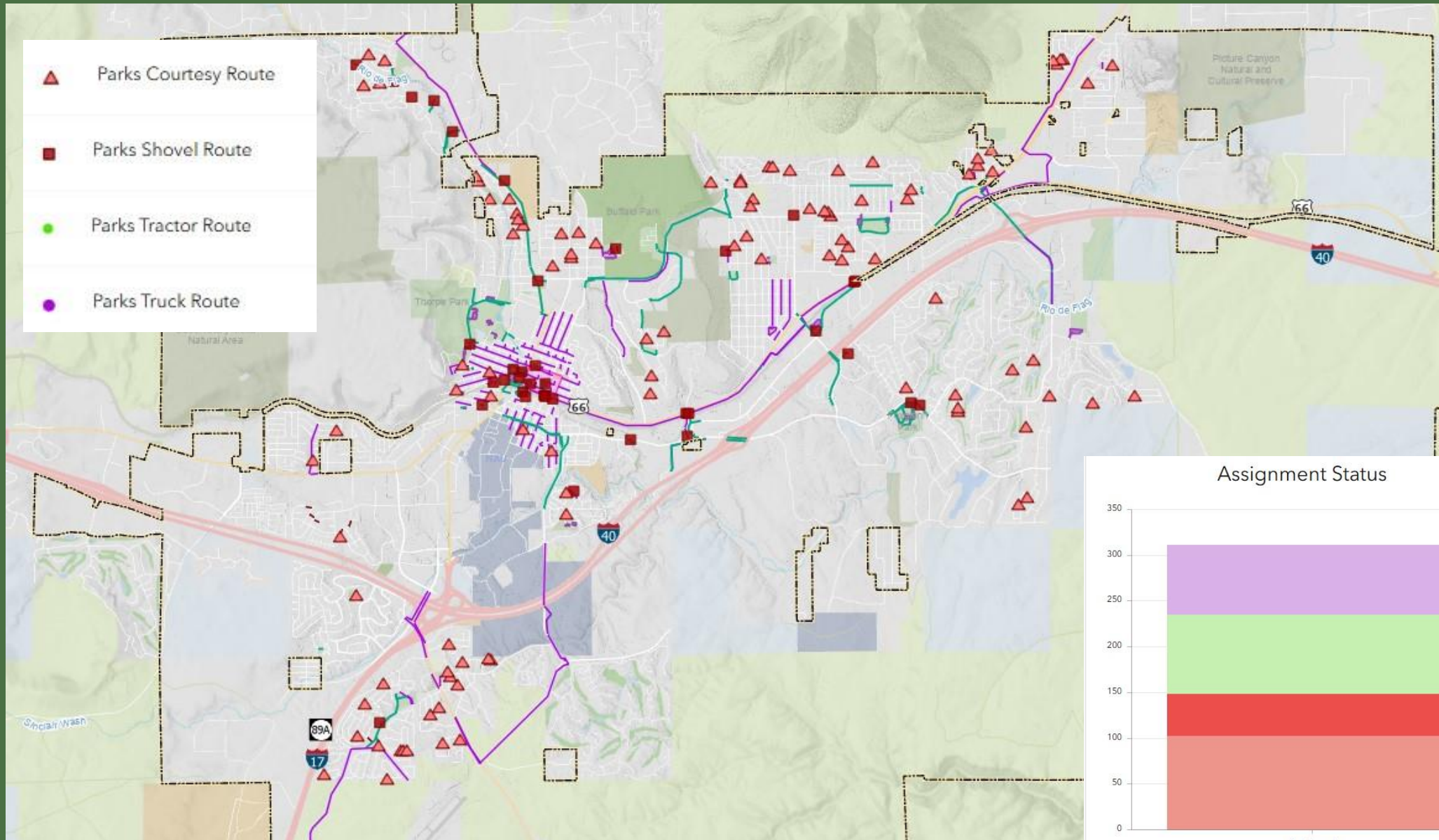


PROSE SNOW ASSIGNMENTS

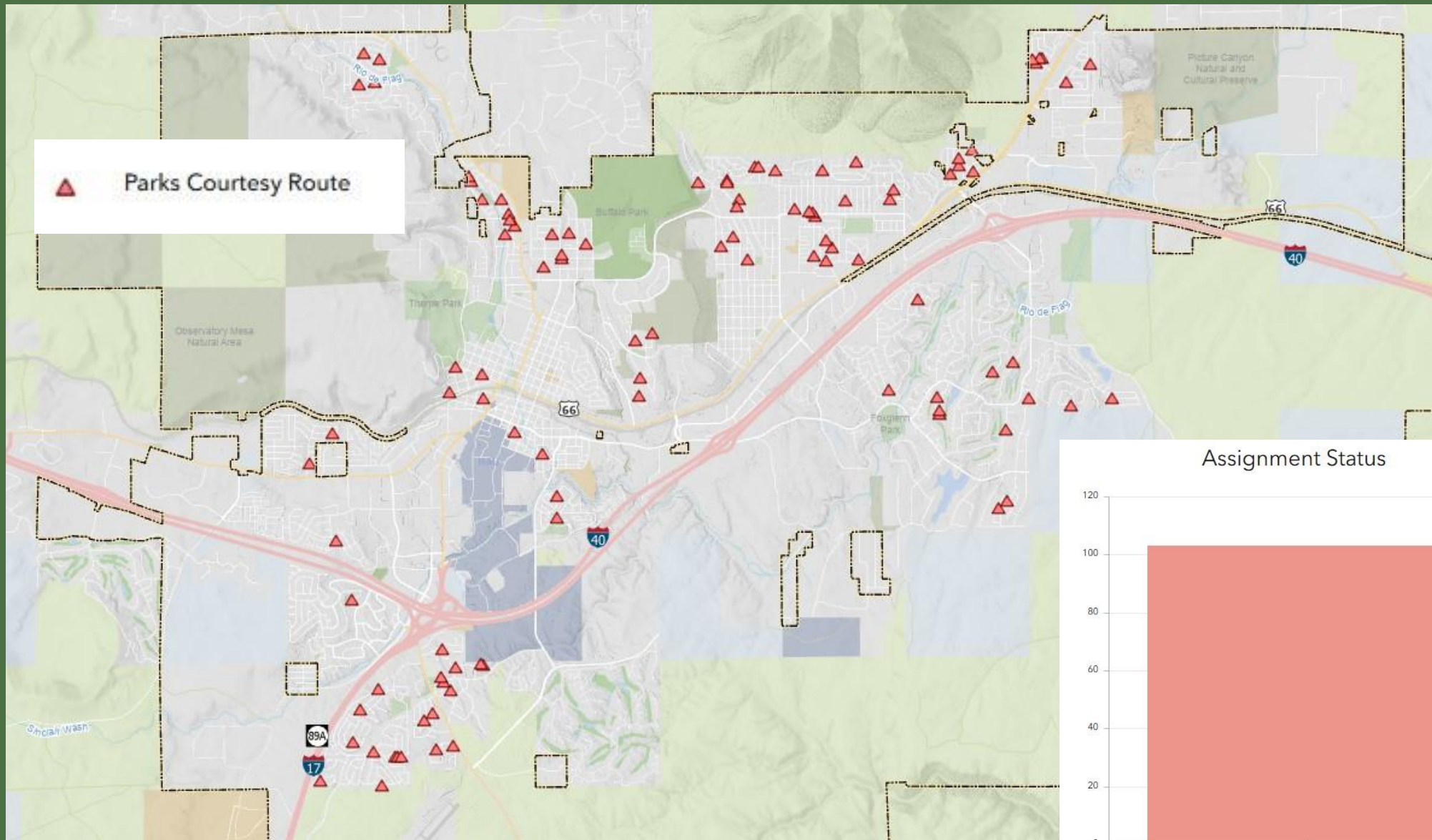
- Total PROSE Assignments
- Highest Priority
- Medium Priority
- Courtesy Berm Relocation



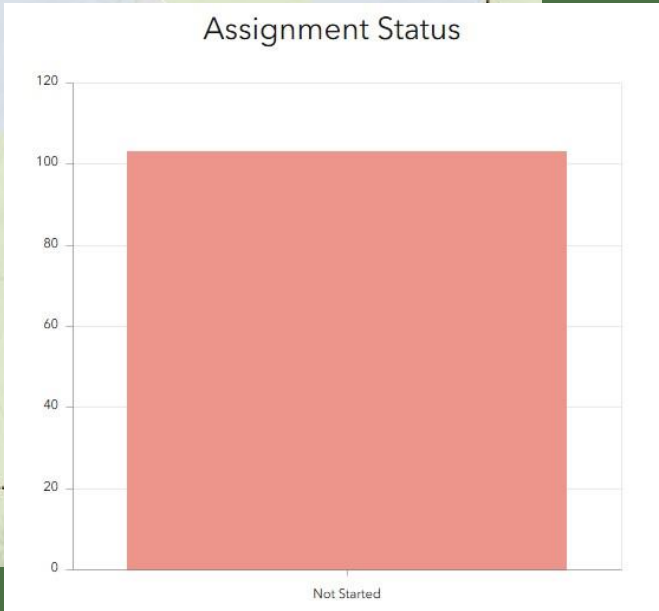
Parks Snow Assignments



Parks Courtesy Berm Relocation Assignments



 Parks Courtesy Route



Snow Hero Program

Program Overview

- Compliment existing programs and initiatives
- Connect neighbors with neighbors
- Increase neighborhood mobility
- Internal collaborations
- Program eligibility



Photo Credit: Jake Bacon

Be a Snow Hero

- Be 18 years or older or with the approval of a guardian.
- Provide your own snow removal equipment and transportation. Such as a shovel or snow blower.
- Assist within 48 hours of the most recent snowfall.

Request a Snow Hero:

- Live within city limits.
- Be 62 and older or have physical disability.
- Sign up at:
www.flagstaff.az.gov/4190/Snow-Hero-Program

Snow Hero Program

Pilot Year – How Did it Go?

1) Data

- 20 residents paired
- 40+ volunteers
- Nearly every neighborhood

2) Surveyed volunteers and resident

- Appreciation from residents
- Desire for increased service and consistency

Quotes from our survey

“Thank you for the Snow Heroes program. The 2-3 people who come to my house are incredible.”

“Knowing that I was helping someone that needed it.”

“...this program lets me help my neighbors & help solve the problem...”

Snow Hero Program

Year 2

- Expand eligibility
- Increase outreach
- Integrate with other operations
- Increase communication
- Tools and resources



Photo Credit: Jake Bacon

Snow Hero Program

Key Community Priorities

- Safe and Healthy Community
- Inclusive and Engaged Community
- Sustainable and Innovative Infrastructure
- Livable Community
- Environmental Stewardship
- Community Resilience
- Decreased Dependence on Cars

A graphic for the Snow Hero Program. It features a blue background with white text. The title "Snow Hero Program" is in large, bold, white letters. Below the title, there are two paragraphs of white text. To the right of the text is a circular illustration of a grey squirrel wearing a red beanie and a yellow and red striped scarf, using a shovel to clear snow. At the bottom, there is a white arrow pointing right next to the text "See back for details."

Snow Hero Program

The City of Flagstaff is piloting a new program to assist community members with clearing snow and ice from sidewalks.

The program pairs residents with caring community members, who can assist during the winter months.

See back for details. →

Recap of Programs

Berm Relocation

- PROSE offers this service
- Relocate snow berm created in right of way
- Occurs after plowing operations complete
- Requirements
 - Permanent or temporary medical condition
 - Formal application (certified by medical staff)

Snow Hero

- Neighbors helping neighbors
- Sidewalk focus
- Requirements
 - Age or medical condition
 - Lack of alternative resources
 - City limits
 - Sign-up form
- Service depends on Snow Hero availability

Program Contacts

Berm Relocation

- www.flagstaff.az.gov/4679/Snow-Berm-Relocation-Assistance
- proseinquiry@flagstaffaz.gov
- 928.213.2300

Snow Hero

- www.flagstaffaz.gov/4910/Snow-Hero-Program
- Steven.Thompson@flagstaffaz.gov
- 928.213.2144

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jeff Bauman, Traffic Engineer
Co-Submitter: Sarah Langley
Co-Submitter: Christine Cameron
Date: 01/02/2025
Meeting Date: 01/07/2025



TITLE
City of Flagstaff Quiet Zone Discussion

STAFF RECOMMENDED ACTION:

Informational presentation on Flagstaff Quiet Zone status.

Executive Summary:

The City of Flagstaff, in cooperation with the Federal Railroad Administration, Arizona Corporation Commission Railroad Safety Division and BNSF Railway, is working to implement rail trespass safety measures to decrease accidents along the rail corridor. Work is being done to evaluate and increase effectiveness of the quiet zone supplemental safety measures.

Information:

The City of Flagstaff, in cooperation with the Federal Railroad Administration, Arizona Corporation Commission Railroad Safety Division and BNSF Railway, is working to implement rail trespass safety measures to decrease accidents along the rail corridor. Work is being done to evaluate and increase effectiveness of the quiet zone supplemental safety measures.

City Engineering, Public Information and the Police Department will present information on implementation of engineering, education and enforcement initiatives to decrease pedestrian trespass activity along the corridor.

Attachments: [Presentation](#)



Quiet Zone Updates

January 7, 2025



Quiet Zone Updates

What we will cover
today

- What are Quiet Zones?
- Where is the Quiet Zone?
- Quiet Zone status
- Accident Updates
 - Enforcement Activities
- Federal Railroad Administration
- Safety Improvements
 - Planned Capital Projects
 - Interim Capital Improvements
 - Outreach and Education
- Next Steps



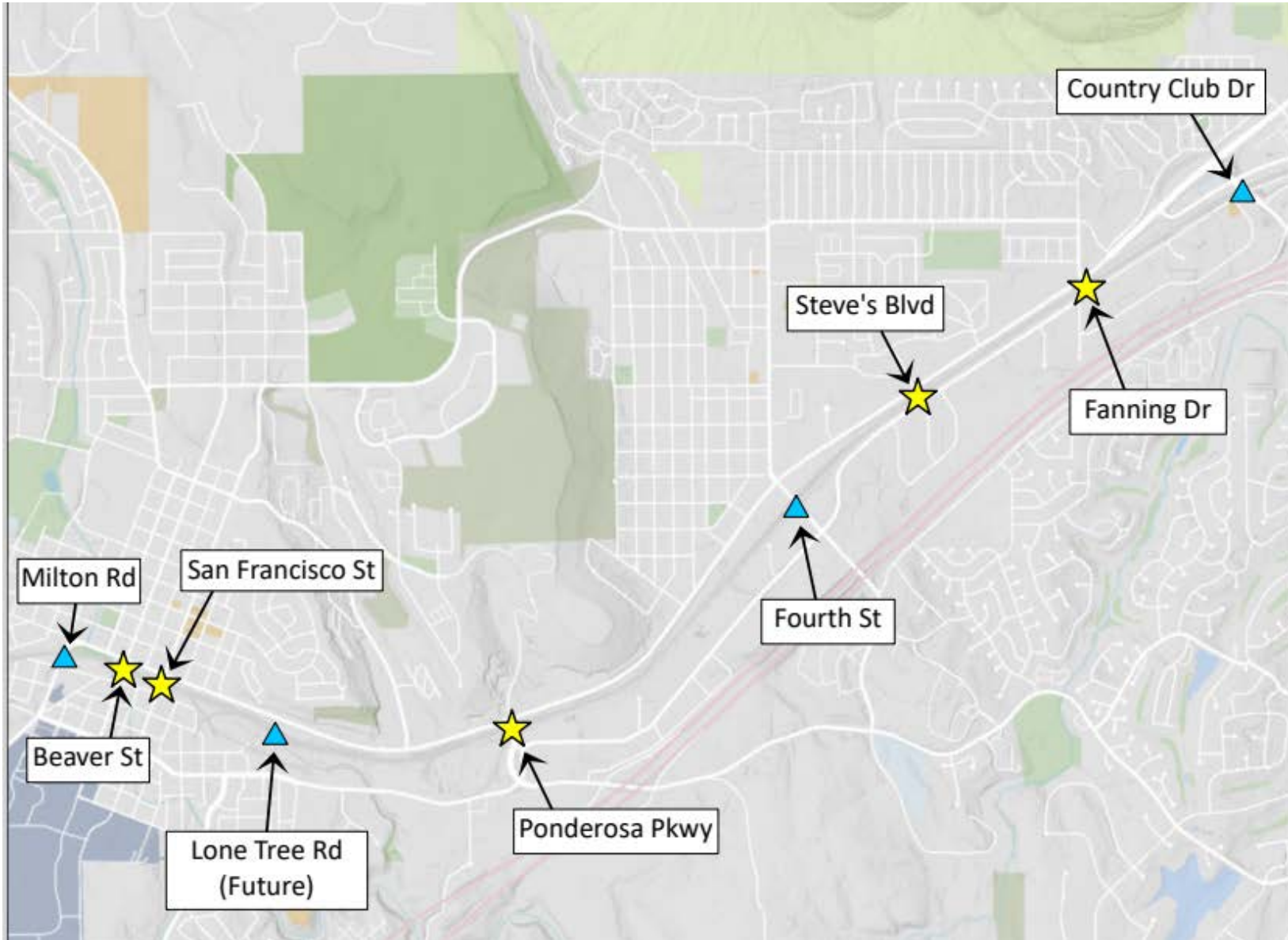


What are Quiet Zones?



- ½ mile or longer section of rail where requirements have been met to satisfy the Federal Railroad Administration's (FRA) rule for Quiet Zone (QZ) establishment
- Flagstaff led the QZ establishment effort in 2010
 - Seeking approval and coordination with BNSF, Arizona Corporation Commission and the FRA
- A section of rail where locomotive horns are not *routinely* sounded when trains approach crossings
 - Horns may be sounded in emergency situations or to comply with other railroad or FRA rules
- City 'affirms' to the FRA that all devices and conditions continue to be met on a regular basis



Where is the Quiet Zone?



City of Flagstaff Railroad Crossings

-  At-Grade Railroad Crossings
 -  Grade-Separated Railroad Crossings
- 0 0.5 1
Miles

Where is the Quiet Zone?

Beaver Street Crossing
Supplemental Safety
Measure

- One Way Street

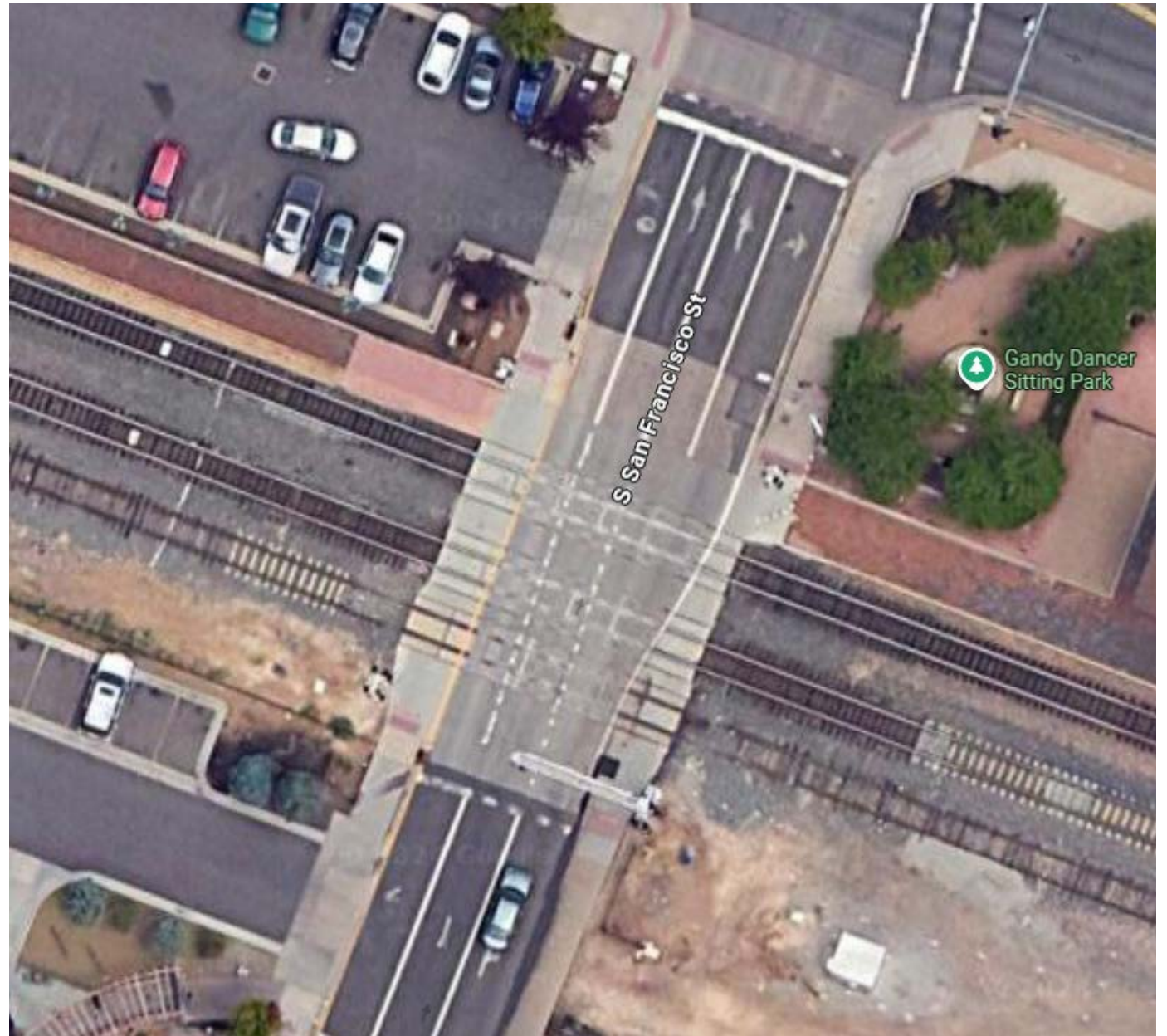


Where is the Quiet Zone?

San Francisco Street
Crossing

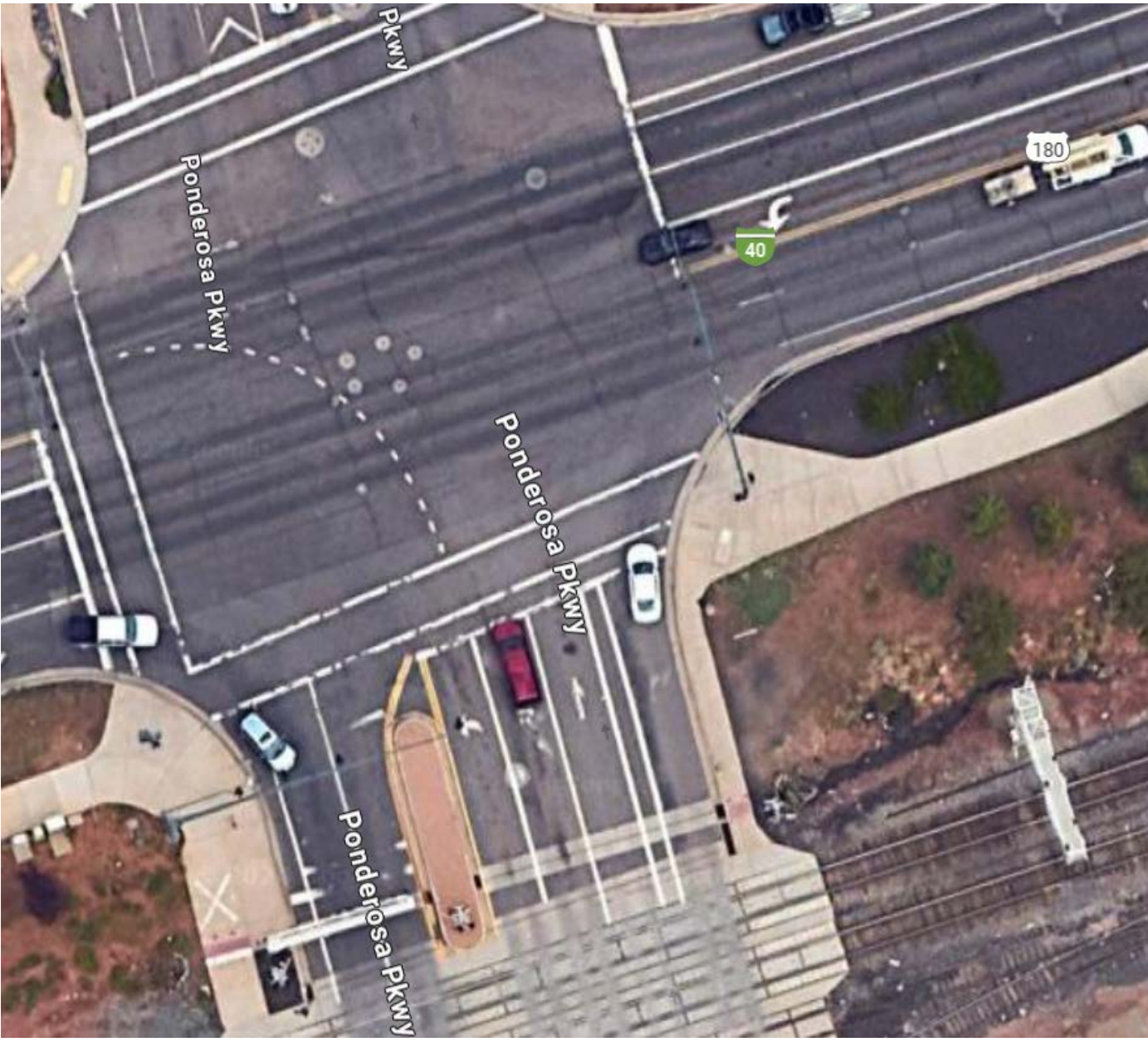
Supplemental Safety
Measure

- One Way Street



Where is the Quiet Zone?

Ponderosa Parkway Crossing



Where is the Quiet Zone?

Ponderosa Parkway Crossing



Where is the Quiet Zone?

Steves Boulevard
Crossing

Supplemental Safety
Measure

- Wayside Horns



Where is the Quiet Zone?

Steves Boulevard
Crossing

Supplemental Safety
Measure

- Wayside Horns



Where is the Quiet Zone?

Fanning Drive Crossing
Supplemental Safety
Measure

- Wayside Horns



Where is the Quiet Zone?

Fanning Drive Crossing
Supplemental Safety
Measure

- Wayside Horns



Quiet Zone Status

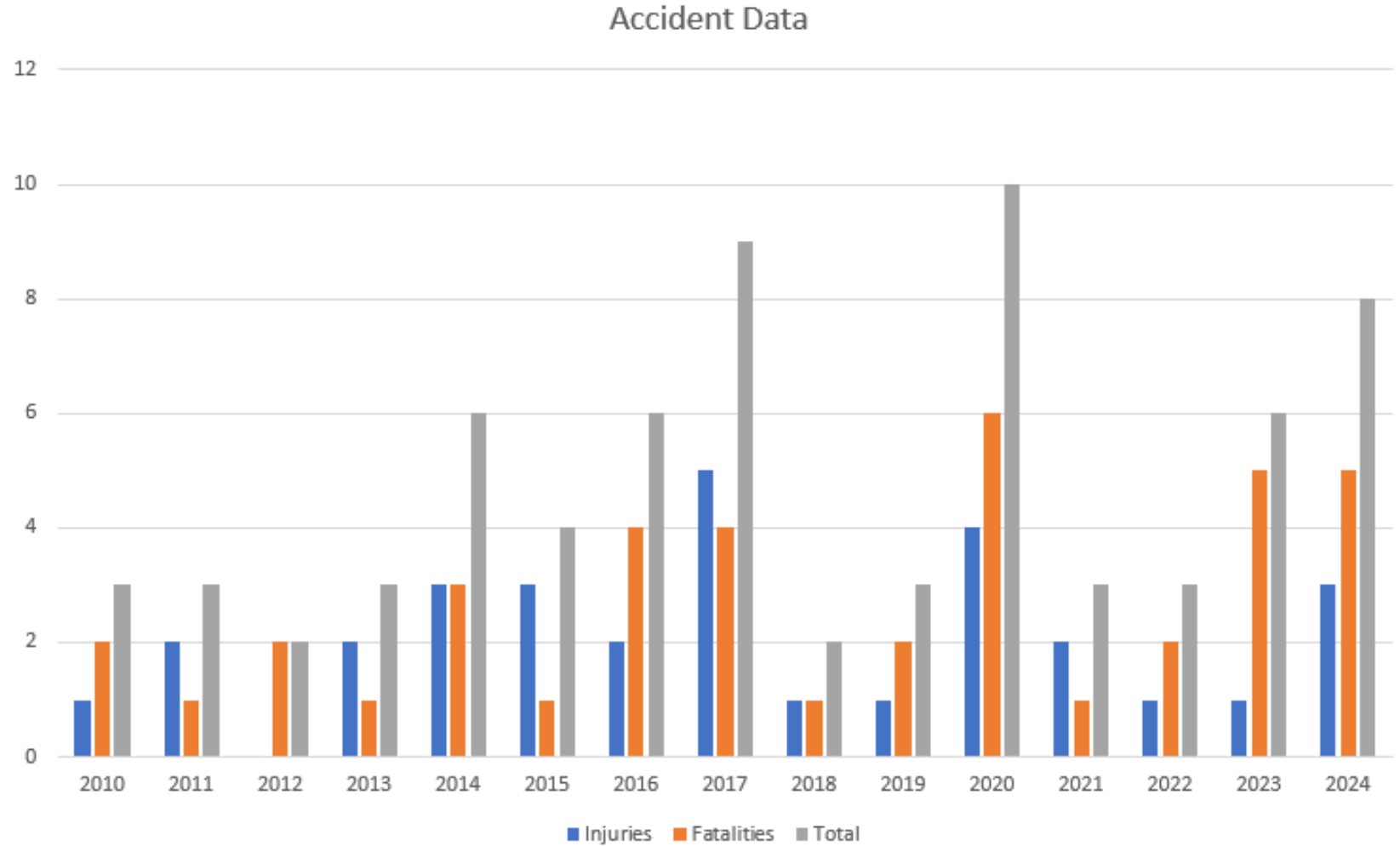
- Fall 2024 Flagstaff experienced several pedestrian v. train accidents
- FRA reached out to City
- City responded with project list
- AZ Corporation Commission urged FRA to suspend QZ
- Field Visit
- Interim safety improvements
- February 28, 2025





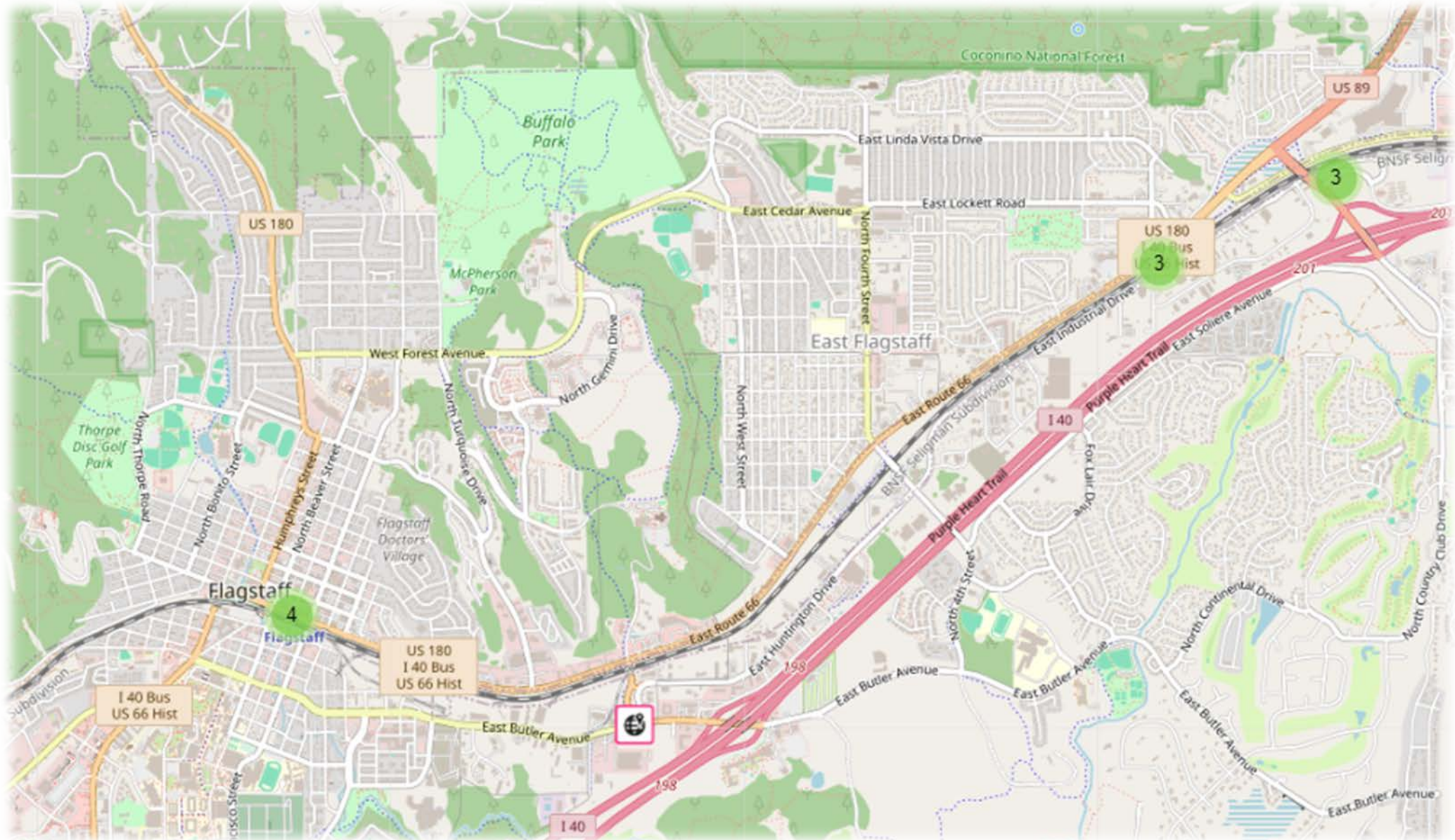
2010-2024 Accident History

Year	Injuries	Fatalities	Total
2010	1	2	3
2011	2	1	3
2012	0	2	2
2013	2	1	3
2014	3	3	6
2015	3	1	4
2016	2	4	6
2017	5	4	9
2018	1	1	2
2019	1	2	3
2020	4	6	10
2021	2	1	3
2022	1	2	3
2023	1	5	6
2024	3	5	8



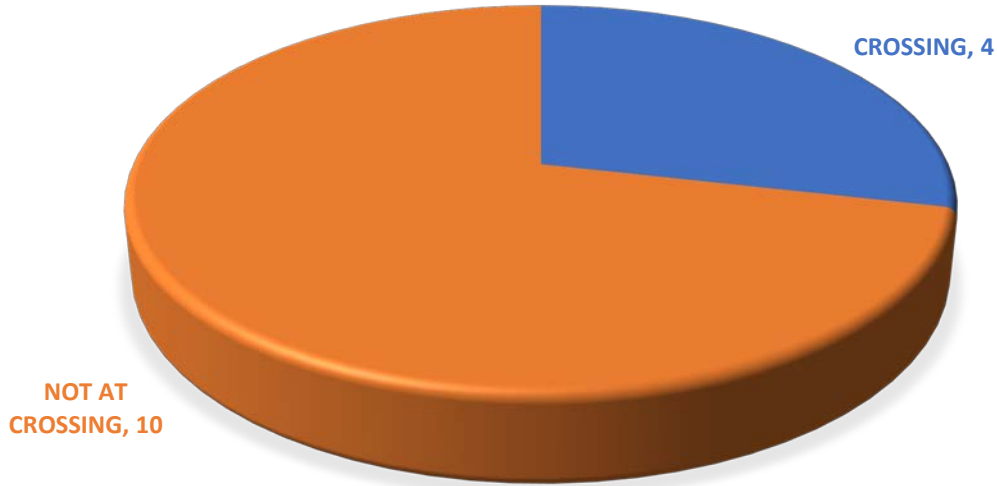


2023-2024 Pedestrian Collision Locations





2023-2024 Pedestrian Incident Location Type



ADDRESS	LOCATION
1 E ROUTE 66	NOT AT CROSSING
E INDUSTRIAL DR/N FANNING DR	NOT AT CROSSING
E PONDEROSA PKWY/E BUTLER AVE	CROSSING
E ROUTE 66/FLAGSTAFF MALL ACCESS RD	NOT AT CROSSING
N BEAVER ST/W ROUTE 66	CROSSING
N BEAVER ST/W ROUTE 66	NOT AT CROSSING
N BEAVER ST/W ROUTE 66	CROSSING
N COUNTRY CLUB DR/E NESTLE PURINA AVE	NOT AT CROSSING
N FANNING DR/E INDUSTRIAL DR	NOT AT CROSSING
N FANNING DR/E INDUSTRIAL DR	NOT AT CROSSING
N FANNING DR/E INDUSTRIAL DR	NOT AT CROSSING
N FANNING DR/E ROUTE 66	CROSSING
S RAILROAD SPRINGS/W ADIRONDACK AVE	NOT AT CROSSING
S SAN FRANCISCO ST/E ROUTE 66	NOT AT CROSSING



Enforcement Activities

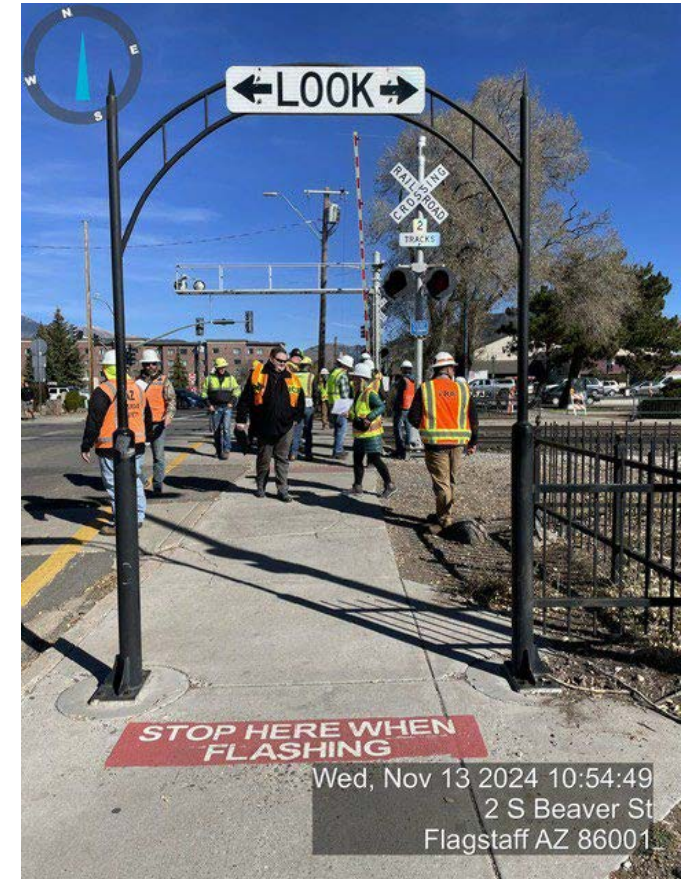
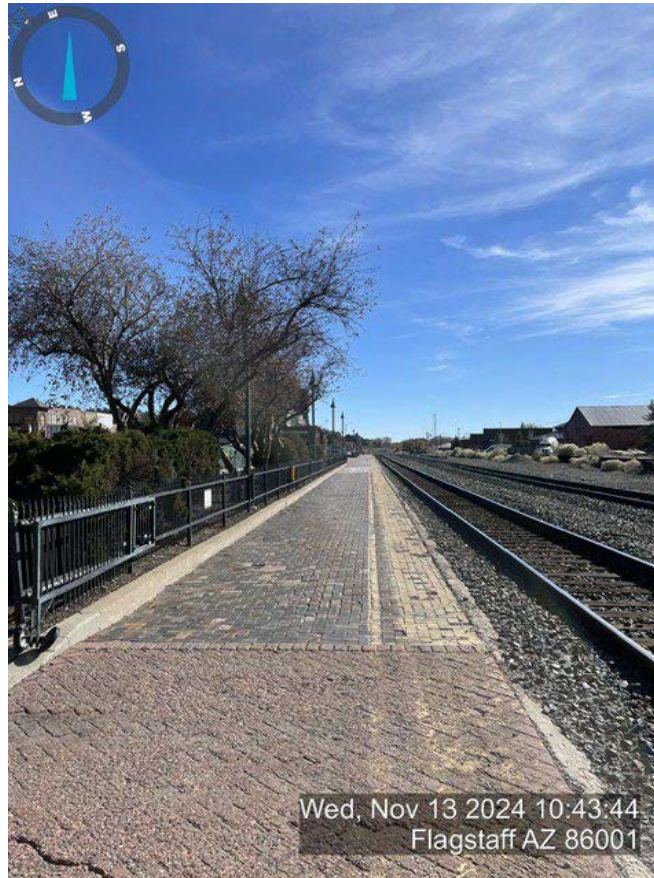




Federal Railroad Administration

• Sara Logan - FRA Railroad Safety Inspector-Grade Crossing, Trespass and Outreach Division

- FRA Mission
- Flagstaff Quiet Zone
 - Designation 222.39(a)(3)
 - Affirmations
- Increase in incidents
- Site Visit
- Operation Lifesaver



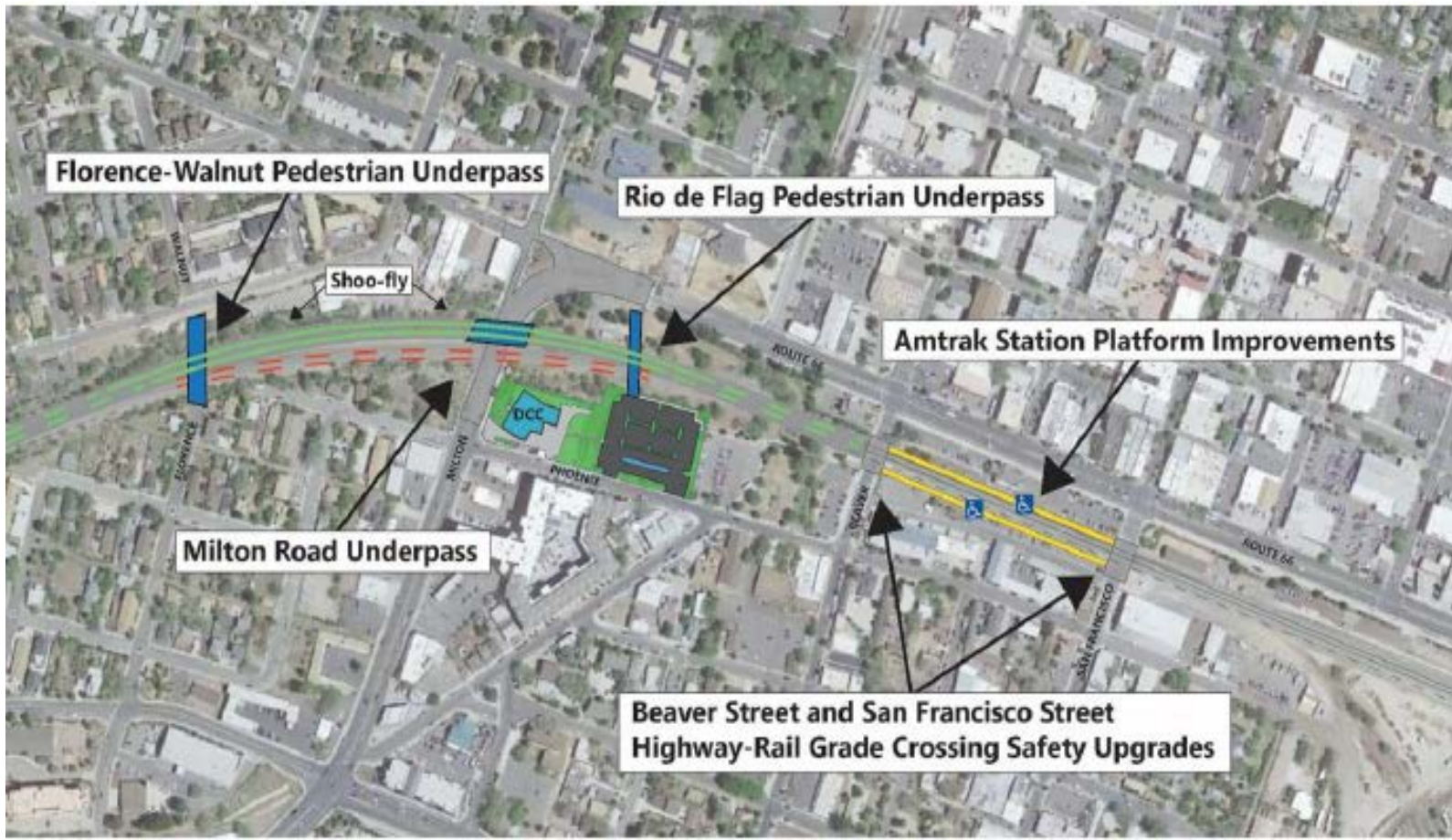


Downtown Mile Safety and Connectivity Project



Scope of work

- Two pedestrian tunnels
- Enhanced bike and pedestrian improvements with reconstruction of Milton Bridge
- Beaver and San Francisco Street at-grade crossing safety improvements
- Quad pedestrian and vehicle gates
- Fencing and Signage
- Community Rail Safety Plan
- Construction start 2026





ADOT Section 130 Projects



Scope of Work

Improvements at Fanning and Ponderosa Parkway crossings

- Fencing
- Signage
- Lighting

- Ponderosa Parkway includes north bound pre-signal

- Construction start 2026





Lone Tree Overpass



Scope of Work

- Grade separated crossing of the future Rio de Flag Channel and BNSF Railway Corridor
- Fencing
- Signage
- Lighting
- Construction start 2026





Interim Safety Improvements



City of Flagstaff has worked with FRA and BNSF to identify immediate safety measures that can be implemented.

New/Repaired fencing at railroad crossings

Signage – Second train and suicide hotline

Budget – Quiet Zone Modifications

- FY 25 \$308,800
- FY 26 \$300,000

**SUICIDE CRISIS
HOTLINE**

**1-844-534-HOPE(4673)
CALL 24/7**





Public Outreach & Education

Key Messages

- Operation Lifesaver Program Materials
 - See Tracks? Think Train
 - Find the Blue and White to Save a Life
 - Various safety-focused educational messages



Public Outreach & Engagement

- Community partner engagement
 - Behavioral health resource providers
 - Emergency shelter resource providers
 - Food pantries
- Collaboration with Indigenous nations and Tribal authorities
- Social media educational campaigns
- Radio ads
- Geofencing to serve educational ads to people physically near tracks
- Physical signage near tracks





Next Steps



- Complete interim improvements
- Weekly communication with FRA
- Media releases promoting safety around tracks
- Targeted enforcement activities
- Incident communication with FRA and local stakeholders
- Meet February 28 deadline
- Downtown Mile and Section 130 permanent safety project development and construction

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 01/02/2025
Meeting Date: 01/07/2025



TITLE:
City Council Liaison Assignments

STAFF RECOMMENDED ACTION:

Assign Councilmember Representatives to the following:

- Alliance for the Second Century (Mayor and 1 alternate)
- Audit Committee (1 liaison)
- Colorado Plateau Water Advisory Council (1 liaison & 1 alternate)
- Criminal Justice Coordinating Council (1 liaison & 1 alternate)
- Economic Collaborative of Northern Arizona Executive Board (1 liaison & 1 alternate)
- Flagstaff Metropolitan Planning Organization (3 liaisons & 1 alternate)
- Mountain Line (2 liaisons & 1 alternate)
- Northern Arizona Council of Governments (1 liaison & 1 alternate)
- Northern Arizona Municipal Water Users' Association (1 liaison & 1 alternate)
- Sister Cities International (1 liaison & 1 alternate)
- League Policy Committees (1 liaison & 1 alternate)
 - Budget, Finance, and Economic Development
 - General Administration, Human Resources, and Elections
 - Transportation, Infrastructure, and Public Works
 - Public Safety, Military Affairs, and the Courts
 - Neighborhoods, Sustainability, and Quality of Life
- City Commissions

Executive Summary:

Members of the City Council are asked to participate on a number of external boards and/or commissions. Some of these memberships are dictated by State Statute, by ordinance, or through agreements and IGA's with outside partners. There are a few boards that are discretionary. After each candidate election the City Council makes assignments to each board.

The attached document shows a description of each board/commission and who is currently assigned.

Financial Impact:

None

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

None

Connection to PBB Priorities and Objectives:

High Performing Governance

Safe & Healthy Community

Inclusive & Engaged Community

Sustainable and Innovative Infrastructure

Robust and Resilient Economy

Livable Community

Environmental Stewardship

Connection to Regional Plan:

None

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Attachments: [2025-2026 Council Liaison Assignments](#)

COMMUNITY PARTNERS

	MEETING DATES/TIMES	COUNCIL LIAISON
<p>ALLIANCE FOR THE SECOND CENTURY (Mayor Designated)</p> <p>MISSION: Alliance for the Second Century includes representatives from FUSD, Northern Arizona University, Coconino County, City of Flagstaff, Coconino Community College, and Mountain Line. Topics discussed include: enrollment updates, assessed valuation, legislative updates, and election outlooks.</p> <p>TYPE OF ASSIGNMENT: Mayor typically serves with an alternate assigned.</p>	<p>1st Fri. every other month 7:00 a.m.</p>	<p>Mayor Daggett</p> <p><u>Alternate:</u></p>
<p>AUDIT COMMITTEE (1 liaison)</p> <p>MISSION: Review the Annual Financial and Single Audit reports.</p> <p>TYPE OF ASSIGNMENT: Selected by Council</p>	<p>Late Jan / Early Feb</p>	<p>Councilmember Matthews</p>
<p>COLORADO PLATEAU WATER ADVISORY COUNCIL (1 regular and 1 alternate)</p> <p>MISSION: The Coconino Plateau Water Advisory Council (CPWAC) and Coconino Plateau Watershed Partnership (CPWP) were formed to facilitate and implement sound water resource management and conservation strategies on the Coconino Plateau. The Council coordinates and cooperates in the identification, prioritization and implementation of comprehensive policies, projects and programs to assist in meeting the water needs of the Coconino Plateau.</p> <p>TYPE OF ASSIGNMENT: Selected by Council</p>	<p>4th Fri. 10:00 a.m.</p>	<p>Councilmember Aslan</p> <p><u>Alternate:</u> Councilmember Matthews</p>
<p>CRIMINAL JUSTICE COORDINATING COUNCIL (1 regular and 1 alternate)</p> <p>MISSION: A county wide collaboration between county, municipal and state criminal justice agencies and departments, treatment providers, administrative departments and concerned citizens to address issues and needs arising within the criminal justice system in Coconino County.</p> <p>TYPE OF ASSIGNMENT: Selected by Council</p>	<p>Monthly</p>	<p>Councilmember Matthews</p> <p><u>Alternate:</u> Mayor Daggett</p>

	MEETING DATES/TIMES	COUNCIL LIAISON
<p>ECONOMIC COLLABORATIVE OF NORTHERN ARIZONA (ECONA) EXECUTIVE BOARD (EEB) (1 regular and 1 alternate)</p> <p>MISSION: A non-profit organization dedicated to the economic vitality of the region. With over 16 area agencies supporting the organization, our partners work collaboratively to excel in job creation, innovation, entrepreneurship, global business and quality workforce development.</p> <p>TYPE OF ASSIGNMENT: Selected by Council.</p>	<p>3rd Wed 3:00 p.m.</p>	<p>Mayor Daggett</p> <p><u>Alternate:</u> Councilmember Matthews</p>
<p>METROPOLITAN PLAN (FMPO) (3 liaisons)</p> <p>MISSION: Federally mandated organization responsible for planning and programming federal transportation funds in the region. To leverage cooperation among local governments and partners to maximize resources for the creation, maintenance and preservation of a sound multi-modal transportation system</p> <p>TYPE OF ASSIGNMENT: Selected by Council</p>	<p>4th Thur. 10:45 a.m.</p>	<p>1. Councilmember Aslan 2. Vice Mayor Sweet 3.</p> <p><u>Alternate:</u> 1. Mayor Daggett</p>
<p>MOUNTAIN LINE (NAIPTA) (2 regular & 2 alternates)</p> <p>MISSION: Getting You Where You Want to Go.</p> <p>TYPE OF ASSIGNMENT: Selected by Council</p>	<p>3rd Wed 10:00 a.m.</p>	<p>1. Vice Mayor Sweet 2. Councilmember Matthews</p> <p><u>Alternates:</u> 1. 2.</p>
<p>NORTHERN ARIZONA COUNCIL OF GOVERNMENTS (NACOG) (1 regular and 1 alternate)</p> <p>MISSION: Cooperating regionally to improve life in northern Arizona</p> <p>TYPE OF ASSIGNMENT: Selected by Council</p>	<p>4th Thur. every other month 8:30 a.m.</p>	<p>Vice Mayor Sweet</p> <p><u>Alternate:</u></p>

	MEETING DATES/TIMES	COUNCIL LIAISON
<p>NORTHERN ARIZONA MUNICIPAL WATER USERS' ASSOCIATION (NAMWUA) (1 regular and 1 alternate)</p> <p>MISSION: To unite our expertise and resources in a collaborative effort to secure regional and local water resources for today and the future:</p> <p>TYPE OF ASSIGNMENT: Selected by Council</p>	<p>BOD – Quarterly</p> <p>TAC – Monthly</p>	<p>Vice Mayor Sweet</p> <p><u>Alternate:</u> Mayor Daggett</p>
<p>SISTER CITIES INTERNATIONAL (1 regular and 1 alternate)</p> <p>MISSION: To promote peace through mutual respect, understanding, and cooperation – one individual, one community at a time.</p> <p>TYPE OF ASSIGNMENT: Selected by Council</p>	<p>3 times per year</p>	<p>Councilmember House</p> <p><u>Alternate:</u></p>

LEAGUE POLICY COMMITTEES

The Policy Committee chairs are members of the Executive Committee and are selected by the President of the League. The chairs will select their membership based on statements of interest submitted each year. Committees shall be made up of no more than one elected official from each city or town who will vote on the direction of the policy issue. Committee membership is for one year, but members may re-apply to remain on the committee.

Elected officials are eligible to apply for a position on a Policy Committee by submitting their interest to resolutions@azleague.org. Statements of interest shall include the following:

- City or town
- Position(s) with the city or town
- Desired Policy Committee(s)
- If not a mayor, a statement of approval by the mayor of the city or town

1. Budget, Finance and Economic Development (BFED)

-
- Alternate –

2. General Administration, Human Resources and Elections (GAHRE)

-
- Alternate –

3. Transportation, Infrastructure and Public Works (TIPW)

-
- Alternate –

4. Public Safety, Military Affairs and the Courts (PSMAC)

-
- Alternate –

5. Neighborhoods, Sustainability and Quality of Life (NSQL)

-
- Alternate –

CITY COMMISSIONS

	MEETING DATES/TIMES	COUNCIL LIAISON
<p><i>Airport Commission</i></p> <p>PURPOSE: Responsible for reporting to the Council on the development of the Airpark and matters affecting the operation and efficiency of the airport.</p>	<p>2nd Thur. 1:00 p.m.</p>	
<p><i>Beautification & Public Art Commission</i></p> <p>PURPOSE: Recommends expenditures from the BBB, community beautification projects, the purchase and installation of public art projects</p>	<p>2nd Mon. 4:00 p.m.</p>	<p>Vice Mayor Sweet</p>
<p><i>Commission on Diversity Awareness</i></p> <p>PURPOSE: Fosters mutual understanding, tolerance, respect, and awareness among all citizens; recognizing the different economic, cultural, social, religious, and ethnic groups within the City; cooperating in the development of educational programs dedicated to improving community relations and enlisting support of various groups to foster diversity awareness.</p>	<p>3rd Wed. 1:30 p.m.</p>	<p>Councilmember House</p>
<p><i>Commission on Inclusion and Adaptive Living</i></p> <p>PURPOSE: Expand educational opportunities; improve access to housing, buildings, and transportation; have greater participation in recreational, social, and cultural activities; encourage greater opportunity for employment and expand/strengthen rehabilitative programs and facilities</p>	<p>4th Wed. 11:00 a.m.</p>	<p>Mayor Daggett</p>
<p><i>Flagstaff Housing Authority</i> (Mayor Designated)</p> <p>MISSION: To assist low-income families with safe, decent, and affordable housing opportunities as they strive to improve the quality of their lives. The Housing Authority is committed to operating in an efficient, ethical, and professional manner. The Housing Authority will create and maintain partnerships with its clients and appropriate community organizations in order to accomplish this mission.</p> <p>TYPE OF ASSIGNMENT: Mayor automatically serves as a board member and has authority to appoint board members. Appointment authority is set forth in Ord. 2010-19.</p>	<p>3rd Wed 10:00 a.m.</p>	<p>Mayor Daggett</p>

	MEETING DATES/TIMES	COUNCIL LIAISON
<p><i>Housing Commission</i></p> <p>PURPOSE: Makes recommendations with respect to housing policies, needs, and programs in Flagstaff.</p>	4 th Thur. 1:00 p.m.	Councilmember House
<p><i>Indigenous Commission</i></p> <p>PURPOSE: Makes recommendations with respect to certain policies, needs, issues, and methods in promoting the Strategic Plan and Recommendations accepted by City Council.</p>	1 st Wed. 12:00 p.m.	Councilmember Matthews
<p><i>Library Board</i></p> <p>PURPOSE: Serves as a citizen's advisory board to the Library Director.</p>	4 th Thur. 1:00 p.m.	
<p><i>Open Spaces Commission</i></p> <p>PURPOSE: Advises the Council on the acquisition, management, use, restoration, enhancement, protection, and conservation of open space land within the City of Flagstaff.</p>	4 th Mon. 4:00 p.m.	
<p><i>Parks & Recreation Commission</i></p> <p>PURPOSE: Makes recommendations to the Council regarding City parks and recreational programs, the annual budget and capital improvements for the Parks and Recreation Divisions.</p>	3 rd Mon. 4:00 p.m.	
<p><i>Public Safety Personnel Retirement System</i> (Mayor Designated) (Consists of Mayor, 2 members of Fire and Police (elected by secret ballot by members of dept, 2 citizens appointed by Mayor and approved by Council) (Separate Board for Fire and Police)</p> <p>MISSION: Determines service credits and amounts/ prescribes procedures for filing of benefit applications; and determines the rights of claimants to benefits</p> <p>TYPE OF ASSIGNMENT: Mayor prescribed by ARS Title 38</p>	As needed	Mayor Daggett

	MEETING DATES/TIMES	COUNCIL LIAISON
<p><i>Sustainability Commission</i></p> <p>PURPOSE: Recommend and coordinates activities in concert with the Flagstaff Sustainability Program. Promotes sustainable practices in all spheres of life and educating Flagstaff citizens</p>	<p>4th Thur. 4:30 p.m.</p>	<p>Councilmember Aslan</p>
<p><i>Tourism Commission</i></p> <p>PURPOSE: Develops, promotes, and maintains Flagstaff as a year-round destination with professional visitor services that will benefit the community economically, environmentally, and socially.</p>	<p>4th Thur. 1:30 p.m.</p>	<p>Councilmember Aslan</p>
<p><i>Transportation Commission</i></p> <p>PURPOSE: Reviews requests for changes in traffic regulations and recommends traffic-related policies to the Council.</p>	<p>1st Wed. of Even Months 4:00 p.m.</p>	
<p><i>Water Commission</i></p> <p>PURPOSE: Reviews extensions of the water and sewer collection systems, treatment and use of water furnished by the City, treatment and disposal of the City's sewage system effluent, and water/sewer rates.</p>	<p>3rd Thur. 4:00 p.m.</p>	<p>Vice Mayor Sweet</p>