

CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
JUNE 17, 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: Juneteenth

STAFF RECOMMENDED ACTION:

Read and present the Proclamation

6. COUNCIL LIAISON REPORTS

7. 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 of Appointment: Presiding Magistrate for the Flagstaff Municipal Court.

STAFF RECOMMENDED ACTION:

Approve the reappointment of the Honorable Thomas Chotena as Presiding Magistrate of the Flagstaff Municipal Court.

B. Consideration and Approval of Contract: Approve the First Amendment to the Legal On-Call Contract for TSL Law Group, PLC

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Legal On-Call Contract for TSL Law Group, PLC to increase the hourly rate.
2. Authorize the City Manager to execute all necessary documents.

- C. **Consideration and Approval of Contract:** Ratify the Subrecipient Agreement with the Federal Emergency Management Agency through the Arizona Department of Emergency and Military Affairs for the Sunnyside Neighborhood Flood Mitigation/ Killip Basin Outlet Project.

STAFF RECOMMENDED ACTION:

Ratify the Subrecipient Agreement between the Arizona Department of Emergency and Military Affairs and the City of Flagstaff for the Sunnyside Neighborhood Flood Mitigation/Killip Basin Outlet project in the amount of \$1,665,000.

- D. **Consideration and Approval of Contract:** Cooperative Contract for the Public Works Streets Equipment Barn Design with DLR Group Inc., in the amount of \$402,237.00

STAFF RECOMMENDED ACTION:

1. Approve a cooperative contract with DLR Group to design the Public Works Streets equipment barn/transportation center for \$402,237.00; and
2. Authorize the City Manager to execute the necessary documents.

- E. **Consideration and Approval of Contract:** Fifteen On-Call Professional Services Contracts to Support the Water Services Division - Engineering: Water Systems, Wastewater Systems, and Water Resources Planning Services.

STAFF RECOMMENDED ACTION:

1. Approve Fifteen On-Call Professional Service Contracts to Support the Water Services Division:
 - Engineering Water Systems: Ardurra Flagstaff, Carollo Engineers, Hazen & Sawyer, Stantec, Water Works Engineers
 - Engineering Wastewater Systems: Ardurra Flagstaff, Carollo Engineers, Hazen & Sawyer, Stantec, Water Works Engineers
 - Engineering Water Resources Planning: Carollo Engineers, Errol L. Montgomery & Associates, Hazen & Sawyer, LRE Water, Matrix New World
2. Authorize the City Manager to execute the necessary documents.

- F. **Consideration and Approval of Contract:** Service Provider Contract with United Way of Northern Arizona

STAFF RECOMMENDED ACTION:

1. Approve the Service Provider Contract with United Way of Northern Arizona for City-Wide Community Health and Human Services; and
2. Authorize the City Manager to execute the necessary documents.

8. PUBLIC HEARING ITEMS

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

A. Public Hearing: Fiscal Year 2025-26 Budget and Property Tax Levy

STAFF RECOMMENDED ACTION:

1. Hold the public hearing to receive citizen input
2. Convene Special Meeting

9. SPECIAL MEETING

A. Consideration and Adoption of Resolution No. 2025-35: A resolution of the Flagstaff City Council, adopting the Budget for the City of Flagstaff for Fiscal Year 2025-26.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-35 by title only
2. City Clerk reads Resolution No. 2025-35 by title only (if approved above)
3. Adopt Resolution No. 2025-35
4. Reconvene Regular Meeting

10. REGULAR AGENDA

A. Consideration and Adoption of Ordinance No. 2025-13: An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars (\$100.00) of valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June 2026. (Primary and secondary property tax levies for FY 2025-26)

STAFF RECOMMENDED ACTION:

At the June 17, 2025, Council Meeting:

- 1) Read Ordinance No. 2025-13 by title only for the first time
- 2) City Clerk reads Ordinance No. 2025-13 by title only (if approved above)

At the July 1, 2025, Council Meeting:

- 3) Read Ordinance No. 2025-13 by title only for the final time
- 4) City Clerk reads Ordinance No. 2025-13 by title only (if approved above)
- 5) Adopt Ordinance No. 2025-13

B. Consideration and Adoption of Resolution No. 2025-37: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the Flagstaff Unified School District and the City of Flagstaff to provide community-wide out-of-school time programs.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-37 by title only
2. City Clerk reads Resolution No. 2025-37 by title only (if approved above)
3. Adopt Resolution No. 2025-37

- C. **Consideration and Adoption of Resolution No. 2025-32 and Ordinance No. 2025-12:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-25-00088 - Forest Resource Pilot Program" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

STAFF RECOMMENDED ACTION:

At the June 17, 2025, Council Meeting:

- 1) Read Resolution No. 2025-32 by title only for the first time
- 2) City Clerk reads Resolution No. 2025-32 by title only (if approved above)
- 3) Read Ordinance No. 2025-12 by title only for the first time
- 4) City Clerk reads Ordinance No. 2025-12 by title only (if approved above)

At the July 1, 2025, Council Meeting:

- 5) Adopt Resolution No. 2025-32
- 6) Read Ordinance No. 2025-12 by title only for the final time
- 7) City Clerk reads Ordinance No. 2025-12 by title only (if approved above)
- 8) Adopt Ordinance No. 2025-12

- D. **Consideration and Adoption of Concept Design:** Civic Space at the Downtown Connection Center

STAFF RECOMMENDED ACTION:

Adopt the concept design for the future Civic Space at the Downtown Connection Center

11. **DISCUSSION ITEMS**

- A. **Discussion on Scope of Work for Lived Black Experience Program Procurement**

STAFF RECOMMENDED ACTION:

Provide staff direction about the scope of work outlined related procurement of services to deliver the Lived Black Experience program.

12. **FUTURE AGENDA ITEM REQUESTS**

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

- A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Matthews to place on a future agenda a discussion regarding incentives for middle market/workforce housing.

STAFF RECOMMENDED ACTION:

Council Direction

- B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Spence to place on a future agenda a discussion about noise mitigation at Bushmaster Park.

STAFF RECOMMENDED ACTION:

Council Direction

13. **OPEN CALL TO THE PUBLIC**

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

15. 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 _____, 2025.

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: 06/11/2025
Meeting Date: 06/17/2025



TITLE:

Proclamation: Juneteenth

STAFF RECOMMENDED ACTION:

Read and present the Proclamation

Executive Summary:

Financial Impact:

N/A

Policy Impact:

Previous Council Decision or Community Discussion:

Options and Alternatives to Recommended Action:

Connection to PBB Priorities and Objectives:

Connection to Regional Plan:

Connection to Carbon Neutrality Plan:

Connection to 10-Year Housing Plan:

Attachments: Proclamation

CITY OF FLAGSTAFF – OFFICE OF THE MAYOR
PROCLAMATION

WHEREAS, Juneteenth, also known as Juneteenth National Independence Day, Jubilee Day, Freedom Day, and Emancipation Day, recognizes the anniversary of the events of June 19, 1865, when Union Major General Gordon Granger led some 2,000 Union troops into Galveston Bay, Texas to read the order announcing that the more than 250,000 enslaved Black persons in the state and other states “in rebellion against the United States” were free by executive decree; and

WHEREAS, Juneteenth is the oldest known public celebration of the end of slavery in the United States, and celebrates and commemorates both the legacies of Black liberation, endurance, and joy and the broader legacy of American freedom; and

WHEREAS, Juneteenth marks both the end of most Black American enslavement and the start of an era of great hope, resiliency, uncertainty, and continued struggle for newly freed Black persons in America. With it comes the call to reflect, remember, and never repeat the historic, dehumanizing impacts of slavery, segregation, racial violence, voter disenfranchisement, or the other historic and persistent examples of injustice witnessed throughout African American History; and

WHEREAS, collectively, Juneteenth reminds us all of the invaluable inalienable rights of life, liberty, and the pursuit of happiness, as well as the precious promises of freedom, equity, and opportunity core to so much of what our nation holds dear; and

WHEREAS, we take up and extend the call to action to celebrate and ensure true freedom for all, doing our part to collectively strive to close gaps of immeasurable distance between us, affirm the promises of the Declaration of Independence that all people have the right to life, liberty, and the pursuit of happiness, reject acts of violence and expand opportunities to understand and learn from our frank yet compassionate, challenging yet courageous conversations.

NOW, THEREFORE, I, BECKY DAGGETT, MAYOR OF THE CITY OF FLAGSTAFF do hereby proclaim the date of June 19th 2025 as

JUNETEENTH NATIONAL INDEPENDENCE DAY

DATED this 17th day of June 2025

MAYOR
ATTEST:

CITY CLERK

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jessica Cortes, Court Administrator
Date: 06/11/2025
Meeting Date: 06/17/2025



TITLE:

Consideration of Appointment: Presiding Magistrate for the Flagstaff Municipal Court.

STAFF RECOMMENDED ACTION:

Approve the reappointment of the Honorable Thomas Chotena as Presiding Magistrate of the Flagstaff Municipal Court.

Executive Summary:

Appointment of all magistrates is required to be completed by the Flagstaff City Council for a two-year term under both the City Charter and FCC Section 1-15-001-0002(A). Appointment of Magistrates for the Municipal Court allows for ongoing operations of the court without interruption.

Magistrates hear criminal, civil, traffic and local code violations that are filed in the Flagstaff Municipal Court. They conduct trials, both jury and non-jury, and sentence individuals within the parameters set by law. Magistrates are required for the ongoing operational needs of the Municipal Court. Magistrates are critical to the criminal and civil processes of the judicial branch.

Judge Chotena has been serving in his capacity as Presiding Magistrate of the Flagstaff Municipal Court and is requesting to continue in his current role.

Financial Impact:

Funding for all judicial positions is included in the approved budget of the Flagstaff Municipal Court, account numbers 001-01-016-0066-1-4101 through 001-01-016-0066-1-4161.

Policy Impact:

Magistrates are critical to the criminal and civil processes of the judicial branch. This appointment helps to maintain an independent judiciary that is necessary for the ongoing operations of our local government. A strong, independent and fair judicial branch provides balance in criminal and civil matters that require resolution within our municipality.

Previous Council Decision or Community Discussion:

Judge Chotena has been appointed by previous City Councils and has been serving in the Flagstaff Municipal Court for twenty-three years.

Options and Alternatives to Recommended Action:

Approve the appointment.
Don't approve the appointment and request alternative candidates for Council consideration.

Connection to PBB Priorities and Objectives:

Personnel - Attract and retain quality staff.

Connection to Regional Plan:

None.

Connection to Carbon Neutrality Plan:

None.

Connection to 10-Year Housing Plan:

None.

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Patrick Brown, Purchasing Director
Co-Submitter: Sterling Solomon
Date: 06/11/2025
Meeting Date: 06/17/2025



TITLE:

Consideration and Approval of Contract: Approve the First Amendment to the Legal On-Call Contract for TSL Law Group, PLC

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Legal On-Call Contract for TSL Law Group, PLC to increase the hourly rate.
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

TSL Law Group, PLC (TSL) has been under contract with the City of Flagstaff for on-call legal services in matters related to water rights since December 2022. During the tenure of the contract, TSL has provided legal representation at a very significantly reduced rate compared to the industry standard. Nonetheless, the City has required a great deal more work to be done by TSL due to multiple unforeseen and urgent needs related to many aspects of the City's involvement in water rights litigation and settlement negotiations. Efforts to secure and protect the City's future water supply resulted in an amount exceeding the original allocation in the on-call contract, due to a great deal more services by TSL in these matters. This amendment will adjust the compensation for TSL for the tenure of the agreement to accurately reflect the time and rate for TSL.

Financial Impact:

Project Name: Legal On-Call First Amendment
Cost: Up to a maximum of \$1,250,000.00 per year
Account Number Budgeted: 202-08-300-1000-0-4205
FY Budgeted Amount: \$1,735,385.00 is budgeted in that account for FY2025-26
Grant Funded: No
Funding Source: Water Fund

Policy Impact:

The City Council has long operated under the policy of ensuring a future water supply for the City of Flagstaff and its residents. This policy requires legal representation by external attorneys with specialized expertise in the realm of water rights. This amendment will allow that legal representation to continue as the City maintains its efforts to secure and protect its future water resources.

Previous Council Decision or Community Discussion:

In 2022, the TSL Law Group, PLC responded to a solicitation for an on-call contract to provide legal representation related water rights. Prior to 2022, Lee Storey and the TSL Law Group, PLC provided similar representation to the City under previous on-call contracts as well.

Options and Alternatives to Recommended Action:

1. Approve the first amendment as drafted.
2. Do not approve and give staff direction for alternate payment

Connection to PBB Priorities and Objectives:

N/A

Connection to Regional Plan:

N/A

Connection to Carbon Neutrality Plan:

N/A

Connection to 10-Year Housing Plan:

N/A

Connection to Division Specific Plan:

N/A

Attachments: First Amendment



FIRST AMENDMENT
LEGAL SERVICES (ON-CALL)
Contract No. 2021-16

This First Amendment (“First Amendment”) to the fully executed Legal Services (On-Call) (Contract No. 2021-16) dated December 9, 2021 (the “Initial Contract”) is made and entered into this ____ day of _____, 2025, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and TSL Law Group, P.L.C. (“Contractor”).

The Parties to the Initial Contract and other amendments hereby agree to the following:

A. The “Compensation” Section, Article 3 – “Compensation” CITY agrees to pay COUNSEL for services rendered under this contract, up to a maximum of ~~\$250,000~~ **\$1,250,000.00** per year or as further limited in the confirming letter for a MATTER, per Exhibit A of this Contract.

B. Exhibit A is amended to increase the “Flagstaff Hourly Rate” for Lee Storey, Partner to **\$445.00 per hour with a deferred billing from 2022-2025 if there is future funding for a water utility project.**

C. Maximum compensation and hourly rate are amended retroactively to the initial execution of the contract on December 9th, 2022.

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

IN WITNESS WHEREOF, this First Amendment will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

City of Flagstaff

TSL Law Group, P.L.C.

By: _____
Greg Clifton, City Manager

By: _____

Title: _____

Dated: _____

Dated: _____

Attest:

Approved as to form:

City Clerk

City Attorney

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacey Brechler-Knaggs, Grants, Contracts & Emergency Management Director
Co-Submitter: Edward Schenk
Date: 06/11/2025
Meeting Date: 06/17/2025



TITLE:

Consideration and Approval of Contract: Ratify the Subrecipient Agreement with the Federal Emergency Management Agency through the Arizona Department of Emergency and Military Affairs for the Sunnyside Neighborhood Flood Mitigation/ Killip Basin Outlet Project.

STAFF RECOMMENDED ACTION:

Ratify the Subrecipient Agreement between the Arizona Department of Emergency and Military Affairs and the City of Flagstaff for the Sunnyside Neighborhood Flood Mitigation/Killip Basin Outlet project in the amount of \$1,665,000.

Executive Summary:

The Federal Emergency Management Agency through the Arizona Department of Emergency and Military Affairs has approved the grant application and awarded a Subrecipient Agreement for the Hazard Mitigation Grant Program for the Sunnyside Neighborhood Flood Mitigation/Killip Basin Outlet project. The grant covers eligible costs from April 29, 2025 to March 2026.

The project will provide flood mitigation for the Sunnyside neighborhood that has been heavily impacted by post-wildfire flooding due to the 2019 Musueum Fire.

Financial Impact:

Project Name: Sunnyside Neighborhood Flood Mitigation/Killip Basin Outlet

Cost: \$1,665,000 (Federal Share) / \$185,000 (Non-Federal Share)

Account Number Budgeted: 410-08-385-3580-3-4442

FY Budgeted Amount: FY2024-25 \$117,491 & FY2025-26 \$760,061

Grant Funded: Yes

Funding Source: Arizona Department of Emergency and Military Affairs, Hazard Mitigation Grant Program

Policy Impact:

None

Previous Council Decision or Community Discussion:

No

Options and Alternatives to Recommended Action:

1. Ratify the Agreement to authorize the Arizona Department of Emergency and Military Affairs to provide the City of Flagstaff \$1,665,000.
2. Do not approve the ratification of the Agreement, thereby foregoing the \$1,665,000. This option is not recommended by staff.

Background and History:

On July 21, 2019, the Museum Fire broke out in the Dry Lake Hills area just above Flagstaff within the Coconino National Forest. The fire ultimately charred 1,961 acres, including a significant portion of the Spruce Wash Watershed. Flood modeling subsequently showed potential flood risk to neighborhoods in Coconino County and the City of Flagstaff. Throughout the summer of 2021, monsoon rain events impacted the Museum bum scar and caused multiple rounds of flash flooding in Flagstaff neighborhoods. In the November 2022 election, voters approved Proposition 441 with support from 76% of Flagstaff voters. The Proposition invests \$57 million in City of Flagstaff wildfire suppression, stormwater flood mitigation and wastewater treatment infrastructure. Specifically, \$26 million of this funding will be used to fund stormwater infrastructure improvements in the Spruce Wash area to lessen the impacts of flooding in affected neighborhoods. The development of the Spruce Wash Technical Feasibility Study Phase I and Phase II conducted by Peak Engineering identified eight Projects to be constructed with the \$26 million in funding from Prop 441 to mitigate post-wildfire flooding in the Spruce Wash.

This grant funded Spruce Wash - Sunnyside Neighborhood Flood Mitigation/Killip Basin Outlet improvement will construct an additional basin outlet at the southwest corner of Killip Regional Detention Basins and direct 80 cfs to 160 cfs of design storm peak flow detained in the basin away from the Spruce Wash storm drain and toward an alternate flow path at the West Wash storm drain. This improvement will optimize peak flow capacity of the Spruce Wash storm drain and reduce flood hazards in the Sunnyside neighborhood east and south of the detention basins.

Connection to PBB Priorities and Objectives:

High Performing Governance - Enhance the organization's fiscal stability and increase efficiency and effectiveness.

Sustainable, Innovative Infrastructure - Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Connection to Regional Plan:

NA

Connection to Carbon Neutrality Plan:

NA

Connection to 10-Year Housing Plan:

NA

Connection to Division Specific Plan:

NA

Attachments: [Grant Agreement HMGP DR-4620-2-3R](#)

SUBRECIPIENT AGREEMENT BETWEEN

City of Flagstaff

AND

**The Arizona Department of Emergency and Military Affairs
FOR**

Hazard Mitigation Grants Program – HMGP-DR-4620-2-3R

WHEREAS, A.R.S. 26-306(B)(1) and 26-312 charges the Arizona Department of Emergency and Military Affairs (DEMA) with the responsibility of administering funds.

THEREFORE, it is agreed that DEMA shall provide funding to the City of Flagstaff (“Subrecipient”) under Catalogue of Federal Domestic Assistance (CFDA) # 97.039 under the terms of this Subrecipient Agreement (Agreement).

1. **PURPOSE OF AGREEMENT** - The purpose of this Agreement is to specify the rights and responsibilities of DEMA in administering the distribution of Hazard Mitigation Assistance Grant (HMA) funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **TERM OF AGREEMENT** - This Agreement shall become effective on April 29, 2025 and shall terminate on March 12, 2026. The rights and responsibilities of DEMA and Subrecipient as described herein will survive termination of this agreement.
3. **DESCRIPTION OF SERVICES, SUPPLIES AND EQUIPMENT** - Subrecipient shall use the funds provided under this Agreement solely for the purposes for which these funds have been provided, as documented by the Subrecipient’s grant application as approved by the Federal Emergency Management Agency (FEMA) and DEMA, a copy of which is attached as Exhibit.
 - a. The HMGP program covers eligible costs from April 29, 2025 to March 12, 2026 (the “Agreement Period”). The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the Agreement Period. Allowable costs are defined in the 2015 Hazard Mitigation Assistance Guidance, 2 CFR Part 200, and by this Agreement.
 - b. Finance & Administration - Subrecipient shall provide DEMA with complete documentation of all expenditures of funds provided under this Agreement as soon as such documentation becomes available to Subrecipient. Subrecipient shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving funds under this Agreement. DEMA does not manage or take responsibility for the Subrecipient’s projects, and monitors projects (with regard to program eligibility and other requirements) only in order to protect the State’s interests.
 - i. The HMGP program has a 10% cost match (cash or in kind) requirement, pursuant to sections 203(h) (42 USC 5133(h)) and 404(a) (42 USC 5170c) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Pub. L. No. 93-288), as amended, (42 U.S.C. 5121 et seq.).

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- ii. Federal funds cannot exceed 90% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. All funds received by Subrecipient through DEMA under this Agreement are agreed to be federal matching funds; Subrecipient shall be solely responsible for providing the other 25% (cash or in-kind) in order to obtain these federal matching funds.
- iii. The Federal Emergency Management Agency (FEMA) administers cost matching requirements in accordance with 2 CFR. 200.306, and Subrecipient contributions must meet the standards of 2 CFR. 200.306 and all other applicable federal law.

4. **MANNER OF FINANCING** - DEMA shall:

- a. Provide up to **\$1,665,000.00** to the Subrecipient for 90% of the costs expended for approved services, supplies and equipment, as referenced as in the 2015 Hazard Mitigation Assistance Guidance and 2 CFR Part 200. Subrecipient will use the funds provided by DEMA and the matching contribution made by the Subrecipient to acquire the services, supplies and equipment identified in Part 3, DESCRIPTION OF SERVICES, SUPPLIES, AND EQUIPMENT, of this Agreement.
- b. Payment made by DEMA to Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment or other form of contribution, consisting of applicable, accurate and complete documentation, as determined by DEMA in its sole discretion. A listing of acceptable documentation is attached as Exhibit 4(b).

5. **FISCAL RESPONSIBILITY** - For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by DEMA, the State, or Federal government, Subrecipient shall reimburse said funds to DEMA immediately.

6. **FINANCIAL AUDIT/PROGRAMATIC MONITORING** - Subrecipient shall comply with A.R.S. 35-214 and 35-215.

- a. Pursuant to 2 CFR. 200.501, if Subrecipient expends \$1,000,000.00 or more from all federal funding sources during the fiscal year, Subrecipient shall submit an organization-wide financial and compliance audit report per Subpart F of 2 CFR. Part 200. Failure to comply with any requirements imposed as a result of an audit will suspend the release of federal funds by DEMA to Subrecipient until Subrecipient has met all such requirements.
- b. Subrecipient will be monitored periodically by DEMA, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring may involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance and administrative issues relative to each program, and may identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by DEMA, and shall provide access to all personnel, documents, and other records as may be requested from time to time by DEMA. Subrecipient also shall comply with all requests of DEMA that DEMA deems necessary to assure the parties' compliance with their obligations under this Agreement, including but not limited to circumstances in

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which DEMA is required or requested to provide information or records to FEMA or to any state or federal auditor; in such event, Subrecipient shall cooperate with DEMA and shall provide DEMA with all information and records necessary for DEMA to comply with any such request or requirement.

7. **APPLICABLE LAWS AND REGULATIONS** - Subrecipient must comply with all applicable Arizona and Federal law, whether or not specifically cited or referenced in this Agreement, and including but not limited to, as applicable, (1) 2 CFR. 200.0 through 200.345 (general provisions and requirements); (2) 200.400 through 200.475 (cost principles); (3) 200.500 through 200.521 (audit requirements); (4) the Appendices to 2 CFR. Part 200; and (5) 2 CFR. 3002.10. Subrecipient also must comply with all applicable Indian, Tribal, and local laws, implementing regulations, and Executive Orders.
8. **OTHER APPLICABLE REQUIRED STANDARDS** - In addition to complying with all applicable Federal and Arizona statutes and regulations, Subrecipient shall:
 - a. Comply with the NOFO;
 - b. Large equipment purchases must be identified and explained. Federal property management standards for equipment must be complied with. See 2 CFR 200.33; 2 CFR 200.48; 2 CFR 200.89; and 2 CFR 200.313. See https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl;
 - c. Prepare, retain, and be prepared to produce for examination by DEMA and/or FEMA, all records of all activities relating to this Agreement, to the extent necessary to comply with the requirements set forth in 2 CFR Chapter II, Subpart F (2 CFR 200.500 *et seq.*) and OMB Circular A-133, available at <https://www.whitehouse.gov/omb/information-for-agencies/circulars/#numerical>;
 - d. Comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including but not limited to: the National Environmental Policy Act (NEPA; 42 U.S.C. 4321 *et seq.*); the National Historic Preservation Act (NHPA; 54 U.S.C. 300101 *et seq.*, and 305501 *et seq.*); the Endangered Species Act (ESA; 7 U.S.C. 136 *et seq.*; and 16 U.S.C. 1531 *et seq.*), and Executive Orders on Floodplains (11988; see <https://www.fema.gov/executive-order-11988-floodplain-management>), Wetlands (11990; see <https://www.fema.gov/executive-order-11990-protection-wetlands-1977>) and Environmental Justice for Low Income & Minority Populations (12898; see <https://www.fema.gov/executive-order-12898-environmental-justice-low-income-minority-populations-1994>). Subrecipient shall not undertake any project having the potential to impact EHP resources without express prior written approval obtained through DEMA. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any subsequent change to the project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient must immediately cease construction in that area and notify DEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full EHP review being completed by FEMA Office of Environmental and Historic Preservation.
 - e. Mitigation activities must adhere to all relevant statutes, regulations, and requirements,

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including:

- i. Sections 203 (42 USC 5133; Pre-Disaster Hazard Mitigation (“PDM”)) and 404(a) (42 USC 5170c(a); Hazard Mitigation Grant Program (“HMGP”)) of the Stafford Act;
- ii. Section 4104c (Flood Mitigation Assistance) of the National Flood Insurance Act of 1968 (42 USC 4104c);
- iii. Section 322 of the Stafford Act (Mitigation Planning; 42 USC 5165);
- iv. Section 324 of the Stafford Act (Management Costs; 42 USC 5165b);
- v. The National Historic Preservation Act, 54 U.S.C. 300101 *et seq.*;
- vi. The National Environmental Policy Act, 42 U.S.C. 4321 *et seq.*;
- vii. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC 4601 *et seq.*, implemented through 49 CFR Part 24, 49 CFR 24.1 *et seq.*;
- viii. Floodplain Management and Protection of Wetlands (44 CFR Part 9, 44 CFR 9.1 *et seq.*), implementing and enforcing Executive Order 11988, Floodplain Management, and Executive Order 11990, Protection of Wetlands;
- ix. The Coastal Barriers Resources Act, 16 USC 3501 *et seq.*, and 44 CFR Part 206, Subpart J, 44 CFR 206.340 *et seq.*;
- x. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “Super Circular,” currently located at <https://www.cottoncpa.com/wp-content/uploads/2016/07/OMB-Super-Circular-Doc.pdf>;
- xi. OMB Circular A-110;
- xii. Floodplain Management (44 CFR Part 60, 44 CFR 60.1 *et seq.*);
- xiii. Flood Mitigation Grants (44 CFR Part 79, 44 CFR 79.1 *et seq.*);
- xiv. Property Acquisition and Relocation for Open Space (44 CFR Part 80, 44 CFR 80.1 *et seq.*);
- xv. Hazard Mitigation Planning (44 CFR Part 201, 44 CFR 201.1 *et seq.*);
- xvi. Hazard Mitigation Grant Program (44 CFR Part 206, Subpart N, 44 CFR 206.430 *et seq.*);
- xvii. Management Costs (44 CFR Part 207, 44 CFR 207.1 *et seq.*);
- xviii. OMB Circular A-94, Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs;
- xix. Audits of States, Local Governments, and Non-Profit Organizations (2 CFR Part 200, 2 CFR 200.0 *et seq.*); and
- xx. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations, 48 CFR 31.201 *et seq.*

9. **CONTRACTORS/SUBCONTRACTORS** - Subrecipient may enter into written subcontract(s) for performance of certain of its functions under this Agreement in accordance with terms established under Arizona and Federal law. Subrecipient agrees and understands that no subcontract that Subrecipient enters into with respect to performance under this Agreement shall in any way relieve Subrecipient of any responsibilities for performance of its duties. Subrecipient shall give DEMA immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against Subrecipient by any subcontractor or vendor with respect to any work on any project funded in whole or in part under this Agreement.

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10. **PERSONNEL AND TRAVEL COSTS** - All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the Subrecipient's policies and procedures and the State of Arizona Accounting Manual (SAAM; see <https://gao.az.gov/publications/saam>); must be applied uniformly to both federally financed and other activities of the Subrecipient; and will be reimbursed at the most restrictive allowability and rates. At no time will Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration in the SAAM.

11. **PROCUREMENT** - Subrecipient shall comply with all of its own procurement rules/policies, all Federal procurement rules/policies (including but not limited to those outlined in this section VII of this Agreement), and all Arizona procurement code provisions and rules. The intent is that all procurement contracts be awarded competitively, and the Subrecipient shall not enter into any noncompetitive (sole or single source) procurement unless express prior written approval is granted by DEMA.

12. **NONSUPPLANTING AGREEMENT** - Subrecipient shall not use funds obtained under this Agreement to supplant State or Local funds or other resources that would otherwise have been made available for any program/project funded in whole or in part under this Agreement.

13. **COMPLIANCE WITH STATE AND FEDERAL LAWS REGARDING IMMIGRATION-**
 - a. Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214 and 41-4401.
 - b. A breach of a warranty by Subrecipient regarding compliance with State or Federal immigration laws or regulations shall be deemed a material breach of this Agreement by Subrecipient and may result in action by DEMA up to and including termination of this Agreement.
 - c. DEMA retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that Subrecipient is complying with the warranty under paragraph (a) above.

14. **PROPERTY CONTROL** - Effective control and accountability must be maintained by Subrecipient for all equipment and supplies acquired by Subrecipient under this Agreement. Subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the 2015 Hazard Mitigation Assistance Guidance, the grant application as approved, and the CFR. Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.
 - a. Equipment acquired by Subrecipient with funds obtained in whole or in part under this Agreement shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by funds obtained in whole or in part under this Agreement. Theft, destruction, or loss of such property shall be reported to DEMA immediately.
 - b. Nonexpendable Property is personal property that is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable,

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with an expected service life of two years or more; and that has a unit cost of more than \$500. (48 CFR 752.245-70(a)(3)).

- c. Capital Assets are any tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include: (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). (2 CFR 200.12).
- d. A Property Control Form shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. Subrecipient shall provide DEMA a copy of the Property Control Form at the end of period of performance or no more than ninety (90) calendar days after the end of the Agreement. The Property Control Form shall be updated, and a copy provided to DEMA no more than forty-five (45) calendar days after equipment disposition. Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- e. A physical inventory of the Nonexpendable Property and Capital Assets must be taken, and the results reconciled with the Property Control Form at least once every two years.

15. **DEBARMENT CERTIFICATION** - Subrecipient is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. The Subrecipient is required to complete and return the provided Contractor Debarment and Suspension Form, attached as Exhibit 15(a), to demonstrate due diligence in following this requirement.

16. **FUNDS MANAGEMENT** - Subrecipient must maintain funds received under this Agreement in a separate account and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits (2 CFR 200.302). Subrecipient must maintain adequate business systems to comply with Federal requirements.

17. **REPORTING REQUIREMENTS** - Regular reports by Subrecipient shall include:

- a. Programmatic Reports- Subrecipient shall provide quarterly programmatic reports to DEMA on the 15th day of the quarter in which the report is due. So that the report contains such information as deemed necessary by DEMA, Subrecipient shall use and fully complete the Mitigation Grant Programs Quarterly Report template, a copy of which is attached as Exhibit 17(a).
 - i. If a project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report must be marked as "final." Quarterly programmatic reports shall be submitted to DEMA until the entire scope of the Grant is completed.

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- ii. Upon request of DEMA, Subrecipient must provide to DEMA any information necessary to meet any state or federal reporting requirements.
- iii. Quarterly Programmatic reports are due:

Quarter	Period	Due
1	July 1 – September 30	October 15
2	October 1 – December 31	January 15
3	January 1- March 31	April 15
4	April 1 – June 30	July 15

- b. Financial Reimbursements - Subrecipient shall provide DEMA with quarterly requests for reimbursement. Requests for reimbursements shall be submitted with the Request for Payment provided by DEMA, a copy of which is attached as Exhibit 17(b).
 - i. Subrecipient shall submit to DEMA a final request for reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than thirty (30) calendar days after the completion of all work funded in whole or in part by the Agreement. Requests for reimbursement received by DEMA later than the thirty (30) days will not be paid. The final reimbursement request as submitted shall be marked “final” by Subrecipient.
 - ii. DEMA requires that all requests for reimbursement be submitted electronically to the State Hazard Mitigation Officer or via U.S. mail (United States Postal Service), FedEx, UPS, or another established private delivery service.
 - iii. DEMA reserves the right to request and/or require any supporting documentation and/or information DEMA believes necessary in order to process requests for reimbursements. Subrecipient shall promptly provide DEMA with all such documents and/or information.
 - iv. All reports shall be submitted by Subrecipient to the DEMA contact person as described in Part 44, NOTICES, of this Agreement.

18. **ASSIGNMENT AND DELEGATION** - Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

19. **AMENDMENTS** - Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of Subrecipient and DEMA.

- a. Any such amendment shall specify:
 - i. an effective date;
 - ii. increases or decreases in the amount of Subrecipient’s compensation if applicable;

- iii. be titled as an "Amendment,"
- iv. Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

20. **AGREEMENT RENEWAL** - This Agreement shall not bind nor purport to bind DEMA for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Part 19, AMENDMENTS.

21. **RIGHT TO ASSURANCE** - If DEMA in good faith has reason to believe that Subrecipient does not intend to or is unable to perform or continue performing under this Agreement, DEMA may demand in writing that Subrecipient give a written assurance of intent and ability to perform. If Subrecipient fails to provide written assurance within the number of days specified in the demand, DEMA at its option may terminate this Agreement.

22. **CANCELLATION FOR CONFLICT OF INTEREST** - DEMA may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from DEMA, unless the notice specifies a later time. If and only if Subrecipient is an agency of the State or a political subdivision of the State, then this Part 22 shall apply so that either DEMA or Applicant may cancel this Agreement for conflict of interest pursuant to the provisions of this part.

23. **THIRD PARTY ANTITRUST VIOLATIONS** - Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

24. **AVAILABILITY OF FUNDS** - Every payment obligation of DEMA under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, DEMA may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to DEMA in the event this provision is exercised, and DEMA shall not be obligated or liable for any future payments or for any damages as a result of termination under this Part 24, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement. If and only if Applicant is an agency of the State or a political subdivision of the State, then this Part 24 shall apply so that either DEMA or Subrecipient may cancel this Agreement for lack of availability of funds pursuant to the provisions of this part.

25. **FORCE MAJEURE** - If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor

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disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

26. **PARTIAL INVALIDITY** - Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.
27. **ARBITRATION** - In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to DEMA) relating to this Agreement shall be resolved through the administrative claims process. In the event ARS 12-1518 applies, the parties shall proceed with arbitration as provided in that statute. The parties agree that proper venue for any litigation shall be in Maricopa County, Arizona.
28. **GOVERNING LAW AND CONTRACT INTERPRETATION**
 - a. This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
 - b. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
 - c. Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.
29. **ENTIRE AGREEMENT** - This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Part 19, AMENDMENTS, of this Agreement. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.
30. **RESTRICTIONS ON LOBBYING** - Subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.
31. **LICENSING** - Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.
32. **NON-DISCRIMINATION** - Subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act (42 USC 12101 *et seq.*), ARS Title 41, Chapter 9, Article 4 (ARS 41-1461 *et seq.*), and Arizona Executive Order 2009-09.

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33. **SECTARIAN REQUESTS** - Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.
34. **ADVERTISING AND PROMOTION OF AGREEMENT** - Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of DEMA.
35. **CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS** - Any television public service announcement that is produced or funded in whole or in part by Subrecipient shall include closed captioning of the verbal content of such announcement.
36. **INDEMNIFICATION** - To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, and are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
37. **TERMINATION** –
- a. All parties reserve the right to terminate the Agreement in whole or in part due to the failure of Subrecipient or DEMA to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The party wishing to terminate this Agreement shall provide the other party with a written thirty (30) day advance notice of the termination and the reasons for it.
 - b. If Subrecipient chooses to terminate this Agreement before the grant deliverables have been met, then DEMA reserves the right to collect from Subrecipient all funds distributed by DEMA under this Agreement to Subrecipient.
 - c. DEMA may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. Subrecipient shall be liable to DEMA for any excess costs incurred by DEMA in procuring materials or services in substitution for those due from Subrecipient.
38. **CONTINUATION OF PERFORMANCE THROUGH TERMINATION** - Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.
39. **COUNTERPARTS** - This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.
40. **AUTHORITY TO EXECUTE THIS AGREEMENT** - Each individual executing this Agreement on behalf of Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

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41. **SPECIAL CONDITIONS** - Subject to 2 CFR 200.315, title to any intangible property (see 2 CFR 200.59) developed, purchased, or otherwise acquired with funds or other resources obtained by Subrecipient in whole or in part under this Agreement vests upon acquisition in the Subrecipient. Subrecipient acknowledges that U.S. Department of Homeland Security - Federal Emergency Management Agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. Subrecipient hereby further agrees that DEMA shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the work for its purposes, and to authorize others to do so. Upon acquisition, Subrecipient shall promptly inform DEMA in writing of any rights in any intangible property acquired by Subrecipient under this Agreement.
42. **RECORD RETENTION** - The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.
43. **ADDITIONAL TERMS AND CONDITIONS** - The Subrecipient agrees to comply with the additional Terms and Conditions as described in Exhibit 43 – 2015 Standard Mitigation Grant Program (HMGP) Conditions.
44. **NOTICES** - Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:
 Arizona Department of Emergency and Military Affairs
 Division of Emergency Management
 5636 E. McDowell Road
 Phoenix, AZ 85008

City of Flagstaff

211 W Aspen Ave, Flagstaff, AZ 86001

Subrecipient shall address all programmatic questions and reimbursement notices relative to this Agreement to the appropriate DEMA staff contact:

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State Hazard Mitigation Officer

Destiny Colorado

mitigation@azdema.gov

(602) 464-6499

Grant Project Specialist

Maryanne Curfman

mitigation@azdema.gov

(602) 464-6309

IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF

City of Flagstaff

FOR AND BEHALF OF

Arizona Dept of Emergency & Military Affairs
Division of Emergency Management



Authorized Signature
Greg Clifton signed on 5/23/2025 9:34:43 AM

City Manager

Name & Title

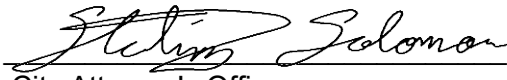
Attest:



Georganna Staskey signed on 5/23/2025 9:42:06 AM
City Clerk

Date

Approved as to Form:



City Attorney's Office
Sterling Solomon signed on 5/22/2025 12:33:20 PM

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**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jarrett Nelson, Public Works Sr. Project Manager
Co-Submitter: Sam Beckett
Date: 06/11/2025
Meeting Date: 06/17/2025



TITLE:

Consideration and Approval of Contract: Cooperative Contract for the Public Works Streets Equipment Barn Design with DLR Group Inc., in the amount of \$402,237.00

STAFF RECOMMENDED ACTION:

1. Approve a cooperative contract with DLR Group to design the Public Works Streets equipment barn/transportation center for \$402,237.00; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Public Works Campus at 3200 West Route 66 was originally constructed in 2017/2018. The facility is home to public works sections including (Administration, Facilities, Fleet, Solid Waste, and Streets). The campus is planned to have included additional buildings built as needed and as funding allows. The Streets barn will house \$30M worth of diverse equipment including graders, loaders, pavers, rollers, and trucks. Much of the equipment is utilized for snow operations and the current outside storage requires operators to clear snow and ice off equipment prior to beginning work. In addition to the safe and secure storage of equipment the new facility may allow Streets to build an interim Transportation Operations Center (TOC) and fully house the traffic signal and streetlight programs. This cooperative contract with DLR Group will allow the streets barn building to be designed and provide an estimated cost for construction. Once the building design is completed, funding can be obtained, and the building can be constructed.

Financial Impact:

Project Name: Public Works Streets Equipment Barn Design
Cost: \$402,237.00
Account Number Budgeted: 040-06-162-3276-6-4421
FY Budgeted Amount: \$300,000 in FY2025-26 and \$175,000 in FY2026-27
Grant Funded: No
Funding Source: Highway User Revenue Fund

Policy Impact:

The award of the cooperative contract to DLR Group will authorize the design of the public works Streets equipment barn. This building will help the Streets team protect the fleet and improve overall operational efforts.

Previous Council Decision or Community Discussion:

No

Options and Alternatives to Recommended Action:

1. Not approve the cooperative contract with DLR Group to design the public works streets barn for

\$402,237.00.

2. Provide direction to Public Works to write a scope of work for a formal solicitation to procure through alternative processes.
3. Do not proceed with the project at this time.

Background and History:

In 2018 Public Works opened the doors to the new Core Services campus at 3200 W. Route 66. Public Works moved their core services facility from a 4-acre campus in the downtown area to a 40-acre campus on Old Route 66. This move was made possible by a voter-approved bond providing funding for the property and the new facility to be built.

In consideration of our campus build out goals, Public Works reached out to design firms on various agency cooperative contracts. Public Works worked with the City's Purchasing Section to review the agency contracts, and they were able to secure a cooperative contract for design services to build the Public Works/Streets barn. The City will utilize Pinal County agency's cooperative Contract #204226ROQ for On-Call Architectural Services to provide a design plan set of the Public Works/Streets Equipment barn.

Connection to PBB Priorities and Objectives:

The maintenance of the transportation system is a critical part of "high performing governance" that supports not only community members but first responders to deliver their services and is a high priority in PBB.

Connection to Regional Plan:

Transportation and Public Infrastructure - Deliver quality community assets providing support to Public Works operations that maintain the city infrastructure.

Connection to Carbon Neutrality Plan:

N/A

Connection to 10-Year Housing Plan:

N/A

Attachments: [2025-246 PW Barn Design Contract](#)

COOPERATIVE PURCHASE CONTRACT

Contract No. 2025-246

This Cooperative Purchase Contract is made and entered into this _____ day of June 2025, by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and **DLR Group Inc., an Arizona Corporation** ("Contractor").

RECITALS:

- A. Contractor is a fully authorized vendor of **Professional Planning and Design Services**;
- B. **Pinal County** conducted a competitive and open procurement process through a Request for Qualifications that resulted in Contract No. **204226ROQ** with Contractor ("Agency Contract");
- C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

1. Materials and or Services Purchased: Contractor shall provide to the City the materials and/or services, as specified in the Scope of Work attached as Exhibit A, in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

Design services for the Flagstaff Public Works

Equipment Barn and Administration Building Project

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as Exhibit A and incorporated by reference.
3. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as Exhibit B, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services. If any provisions of the Agency Contract conflict with the terms or conditions in this Cooperative Service Contract, the terms and conditions in this Cooperative Services Contract will control and supersede the Agency Contract
4. Payment:
 - 4.1 Payment to Contractor for the materials and/or services not to exceed **four hundred two thousand two hundred thirty-seven dollars and zero cents (\$402,237.00)**; made in accordance with the Scope of Work and terms set forth in the Agency Contract.
 - 4.2 Any adjustment to the Payment amount must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve

an amendment if the amendment price increase is less than \$100,000; otherwise, City Council approval is required.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
6. Term and Renewal: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until the work described in the Scope of Work is completed and accepted by the City, unless the Contract is terminated sooner pursuant to the terms and conditions in the Agency Contract..
7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Jarrett Nelson
Project Manager
City of Flagstaff
3200 W. Rt. 66
Flagstaff, AZ 86001
Jarrett.Nelson@flagstaffaz.gov
928-213-2112

To Contractor:

Larry J. Smith, AIA
Principal
DLR Group Inc.
6225 N. 24th St. Ste. 250
Phoenix, AZ 85016
lsmith@DLRGROUP.com
602-999-9693

With a copy to:

Emily Markel
Purchasing Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
EMarkel@flagstaffaz.gov
928-213-2276

8. Jurisdiction and Venue: This Contract shall be governed by the laws of the State of Arizona and suits pertaining to this Contract shall be brought only in Coconino County Superior Court, Flagstaff, Arizona.

(Remainder of Page Intentionally Blank)

9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

DLR Group Inc.:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

Last Updated January 6, 2025

**EXHIBIT A
SCOPE OF WORK**



DLR Group inc.
an Arizona corporation

6225 North 24th Street, Suite 250
Phoenix, AZ 85016

June 3, 2025

Jarrett Nelson
City of Flagstaff,
Public Works Department
3200 W Rt 66
Flagstaff AZ 86001

Re: Scope of work and fee proposal for city of Flagstaff Public Works Department Building #4
Addition to existing Campus.

Dear Jarrett,

We appreciate the opportunity to submit our proposal for Design services for the Flagstaff Public Works Equipment Barn and Administration Building Project. DLR Group has taken the information obtained in meetings, proposed contract, and collaborated closely with our team and consultants in developing the following services scope of work and fees for your consideration.

The city of Flagstaff will utilize the Coconino County on call contract, that DLR Group is an approved professional design firm listed in the Coconino County on Call Contract. In that the funding for these two buildings comes from different sources, we will provide two separate fee proposals.

Project Location: The project is found at the Public Works Department 3200 W Rt 66 Flagstaff, Arizona 86001.

Project General Scope: Project scope is to provide preliminary design documents and construction documents including space programming and planning for the construction of the two buildings on the existing campus with site improvements.

Building # 4 is an Approximately 20,000 g.s.f. prefabricated metal building for heavy road equipment storage & repair Barn with supplies storage areas. Building to have heating and ventilation as requirement for repair garage as well floor drainage with oil separators. Oversized roll up doors for driving heavy equipment through. Buildings are like other buildings on the existing campus.

Construction Delivery Method: The project's construction delivery method is undetermined currently and may be either CM at Risk or Design Bid Build.

Project Budget: The overall project's hard construction budget is:

Building # 4 Equipment Barn: \$ 8,200,000.00 for 20,000 g.s.f. building with all site work and building construction including contingencies and FF&E. Considerations for a repair garage for special ventilation, and electrical systems are for a minor equipment repair garage.

Project Schedule: The project preliminary schedule is as follows with an anticipated NTP of July 2025:

- 1 month for surveys and programming
- 2 months for schematic design
- 4 months for design development
- 4 months for construction documents
- 2 months for Plan review and permits.

Scope of Work and Fee Proposal Approach: The project scope and fees proposal will be in two phases. Phase 1 is for Pre-Design through permits.

Basic Services

Basic Services Scope of Work Summary: DLR Group proposes to provide the basic design services for Architectural, Structural, Mechanical, Plumbing and Electrical systems for Pre-Design and Schematic Design phase through design development phase, Construction Documents.

Additional Services & Consultants Services

Scope of Work for Additional Services: We propose giving the following additional services as described below.

3.1.1.1 Detailed Space Programming: DLR Group Will meet with City and Public Works user groups to develop a detailed space program to be a baseline for a concept plan layout for the building. The program documents will use City Space standards. The Programming phase will aid the development of a conceptual design through one workshop meeting process to decide the most proper design to meet the needs of the Owner. Included will be a “rough order of magnitude “probable opinion of cost.

3.1.3.0 Measured Drawings: Measured drawings will not be provided.

3.1.4.1 Site Survey: Consulting survey services will be contracted with Peak Consulting Group to provide a survey for the facility expansion area, encompassing the areas of construction.

3.1.4.2 Geotechnical Soils Report: A geotechnical soils investigation report will be provided with consulting services from Speedie and Associates for the area of construction expansion.

3.1.5.0 Site Evaluation and Planning: The existing site and building locations have been established, therefore site evaluation services are not provided.

3.1.5.1 On-Site Design Phase Meetings: DLR Group will provide onsite project representation for the support of the architects and engineers building design services. The duration of design by weekly meetings will be 8 months. DLR Group will provide an onsite representative once every other meeting to attend the design meetings and other activities as requested by the Owner. At the alternate meetings attendance will be virtually.

3.1.5.2 Phased Delivery: DLR Group will provide the design bid packages in a single bid package approach to accommodate the building of the entire project.

3.1.6.1 Building Information Modeling (BIM): DLR Group will be using Revit for the preparation of the drawing documents with a part of the work using AutoCAD. DLR Group will not be responsible for providing or for the development of or the maintenance of a Building Information Model (BIM). In the event the General Contractor wants to use the DLR Group prepared Revit Model to further develop into a BIM for their sole use the General Contractor and DLR Group will negotiate an agreement for the use of the Revit model.

3.1.7.6 Civil Design New Building: Consulting Civil Engineering services with Peak Civil Engineering to prepare a grading & drainage plan, Storm Water Pollution Prevention Plan (SWPPP), Site Utility Plan, Paving Plan and Fire Lane Plan.

3.1.8.1 Landscape Design: Not Provided

3.1.8.2 Alternative Designs: Not Provided.

3.1.8.3 Phased CM at R, GMP Packages: There will only be 1 GMP's package for this entire project if the city uses a CM at R delivery process. For civil site development work and infrastructure with the building.

3.1.9.1 Interiors & Signage Design: Not provided

3.1.9.2 Furniture, Furnishings, and Equipment Design: Not provided

3.1.10.1 Value Management: DLR group will actively take part in value management workshops at schematic design and design development.

3.1.11.1 Opinion of Probable Cost: DLR Group will provide an opinion of probable cost at the conceptual design phase and the schematic design phase. Detailed construction cost estimates will be prepared by DLR Group for the design development and 50% construction documents phases in preparation of the CM at Rs preparation of the GMP for construction or design bid build construction.

3.1.12.0 Basic Services Construction Administration: Not provided

3.1.12.1 Part Time on site Representation: Not provided.

3.1.13.0 Conformed Construction Documents: Not provided.

3.1.14.1 Start-Up Assistance: Not provided

3.1.15.0 As-Constructed Record Drawings: Not provided.

3.1.16.0 Post Occupancy Warrantee Evaluation: Not provided.

3.1.17.0 I.E.C.C. Commissioning: Not provided

3.1.20.1 Telecommunications/Data Distribution Systems Design: DLR Group will provide design services for the following:

- Design interbuilding telecommunications services tied into existing infrastructure or from service provider to new building.
- Coordination and design of Main Telecommunications Room and Intermediate Telecommunications Rooms. These rooms will be coordinated with the Architectural Team of proper size and locations to service the facility and be within lengths to follow EIA/TIA cabling standards. Coordination with the City of Flagstaff IT Department with respect to active electronics for adequate rack space with the rooms. Coordinate power requirements and heat loads with Electrical and Mechanical Engineers for proper electrical and cooling needs.
- Design intrabuilding backbone pathways and cabling for connectivity between the MDF and IDFs.
- Coordinate pathways and locations for network connections throughout the facility.
- Flagstaff I.T. will provide all detailed information for data systems distribution requirements preferences and desired Specification. System to be designed to conform with the Owner's standards and provide terminations for data drops and punch downs in rack in the M.D.F and I.D.F. rooms. System design does not include servers, PCs, or any other equipment. The complex facility radio system or a mobile phone repeater system is not included in these services provided by DLR Group.

3.1.20.2 Access Control Security Systems Design: DLR Group will provide design services for the following: Design access control card reader system design services tied into existing infrastructure or from service provider to new building.

3.1.20.3 Audio Visual Systems Design: Not provided.

3.1.22.0 Commissioning: All commissioning services related to LEED-Silver, sustainable design or any other operation requirements are not included in this contract and will be provided by the Owner.

3.1.23.1 Life Cycle Cost Analysis: Not provided

3.1.24.1 LEED-Silver Sustainable Design: Not provided.

3.1.24.3 Energy and Renewable Analysis: Using design simulation and analysis software, DLR Group will provide energy and carbon reduction strategies that align with the City's climate action plan. Our onsite solar analysis will also explore the site's renewable energy production potential and propose a path for either rooftop or ground mount solar readiness, if applicable.

3.1.29.0 Fire Protection, Sprinkler and Fire Alarm System Design: DLR Group will provide design services for "deferred submittal" fire protection fire sprinklers and fire alarm system design and specifications within the basic services. Currently the city of Flagstaff requires a "deferred submittal" design for fire sprinklers systems; therefore, full design fire sprinkler design services are not included. The fire sprinkler "Deferred Submittal" process is where DLR Group will provide performance-based specifications and fire riser diagrams for design criteria. The General Contractor's fire sprinkler contractor will use this criteria and applicable code requirements to develop the final construction documents and gain approval from the AHJ prior to construction.

3.1.29.1 Smoke Management Design: Not provided.

3.1.30.1 3D Rendering Computer Generated Models: Not provided.

3.1.31.1 Special Inspections: Not provided.

3.1.32 Construction Materials and Soils Testing: Not provided.

Project Reimbursable Expenses

Reimbursable expenses have been estimated for each phase of design and construction based on current unit cost including DLR Group 10% mark-up cost. Consultant expenses billed to DLR Group will be passed on to the Owner for reimbursement. Fees for development plan review, building plan review, permits and applications will be paid directly by the Owner.

Services Compensation

We propose to give the above basic services, consulting services and added services for compensation as follows:

Building # 4, Scope	Fee
Pre-Design Thru Permit Documents	\$ 402,237

Additional Provisions

Applicable authority regulations, standards and codes that will apply to this project are as follows. The Authority Having Jurisdiction (AHJ) will be the city of Flagstaff.

1. The project is found within the incorporated area of the City of Flagstaff, Arizona and as such the following City of Flagstaff adopted codes that are used:
 - a. 2018 editions of International Building Code (IBC), International Mechanical Code (IMC), International Plumbing Code (IPC), International Fuel Gas Code (IFGC), International Energy Conservation Code (IEC). With amendments
 - b. 2017 NFPA 70 / National Electric Code (NEC). With amendments
 - c. ICC A117.1-2017 Accessible and Usable Buildings and facilities.
 - d. 1997 Uniform Code for the abatement of dangerous Buildings
 - e. 1997 Uniform Administrative Code.
2. The project design must also meet applicable requirements as follows:
 - a. (MAG) Uniform Standards for specifications and drawings
 - b. County of Flagstaff Supplements and amendments to the latest revisions of the MAG.
 - c. Coconino County Engineering Standards
3. DLR Group produces design work using "Revit" At completion of construction phase drawings will be converted to AutoCAD format compatible files. AutoCAD conversion docs will be delivered in electronic DVD format.

Sub-Consultants:

DLR Group is an integrated design firm with architects, engineers and specialty services provided “in-house” for all architectural services, interiors, structural engineering, mechanical engineering, plumbing engineering, electrical engineering, and special systems design services.

Our sub-consultants for this project are as follows:

Thomas Smith, PE
tom@peakegr.com P 928.774.4046
Peak Engineering Inc.
Civil Engineering and Surveying
201 E Birch Ave #3,
Flagstaff AZ 86001

Kenneth Euge
keuge@speedie.net P 602.997.6391
Geotechnical Engineering
Speedie and Associates
3331 E. Wood St.
Phoenix Az 85040

Thank you for this opportunity to be of service and we look forward to working with the city of Flagstaff and the Public Works Department.

Sincerely
DLR GROUP



Larry J. Smith, AIA
Architect / Principal

Encl:

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Contract 204226ROQ (44 pages)
2. Contract Amendment (1 pages)

**Contract 204226ROQ
On-Call Architectural Services**

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and DLR Group, (Contractor), whose primary address is 6225 N. 24th St. Ste. 250, Phoenix, AZ 85016

1. **CONTRACT TERM.** The resultant contract term will commence on March 28, 2021 and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.
3. **CONTRACT TYPE.**

Firm-Fixed Lump Sum Price. The firm-fixed lump sum price is the amount or amounts shown or scheduled as such in the requested Pricing Document, each of which will be Contractor's complete and total compensation for carrying out the relevant portion of the work that it covers; and will not be subject to any adjustment on the basis of Contractor's cost experienced in performing under the contract.

Except as expressly stated otherwise in the solicitation, Contractor is deemed to have allowed in each firm-fixed lump sum price correct and sufficient amounts to cover all its obligations under or arising from the contract, at law, or otherwise, and to have allowed the necessary resources to enable it to carry out the relevant portion of the work that it covers within any time for performance specified in the Scope of Work.

4. **PRICING**

4.1 **Most Favored Customer Pricing.**

Contractor warrants that, for the term of the contract, the prices, rates, discounts, terms, and benefits set out in the proposal, including any subsequent agreed upon amendment to it, will be equal to or better than the lowest prices, best rates, largest discounts, and most favorable terms and benefits, both separately and in combination, at which Contractor sells equivalent items. If Contractor provides more favorable pricing, rates, discounts, terms and benefits to any customer, it shall immediately apply all such pricing, rates, discounts, terms and benefits to pending County purchase orders and offer such pricing, rates, discounts, terms and benefits for all future purchases made by the County.

4.2 **All-Inclusive Pricing.**

Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the County. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and



profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

4.3 Price Reductions and Sales Promotions.

Price reductions may be submitted to or requested by the County for consideration at any time during the life of the contract. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

4.4 Price Increase.

The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted ninety (90) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.6 Change Orders.

In the event the County requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. If prior approval is not received, the Contractor may be subject to sanctions. The revised project price proposal shall include the following:

- a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.
- b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.

4.7 Travel.

Contractor shall get written approval prior to any travel under the contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in County's travel policy.

Contractor shall itemize all per diem and lodging charges. The County's travel policy may be located at <http://www.pinalcountyz.gov/Purchasing/Pages/DoingBusiness.aspx>. The County shall reject any claim for travel reimbursement without prior written approval.

5. INVOICING AND PAYMENTS.

5.1 Invoices.

The Contractor shall submit detailed, itemized invoice(s) before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

- a. Company name, address and contact
- b. County bill-to name and contact information
- c. Contract Number
- d. County purchase order number
- e. Invoice number and date
- f. Payment terms
- g. Itemized service price as outlined in the Pricing Response Form

A pay request form may be required as well as an invoice. If required, the pay request form will be provided to the consultant for use with each request for payment.

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

financeinvoices@pinal.gov

Pinal County Finance Department

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:

- a. Charges or fees not delineated in the contract.
- b. Materials or services that have not been authorized on a purchase order.
- c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
- d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.

- 5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.
- 5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.
- 5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
6. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
7. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully the stated in it.
8. PUBLIC RECORD. This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County.
9. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.
- a. Written Contract Amendments
 - b. Contract
 - c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
 - d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
 - e. Contract Exhibit(s) C (i.e. Responder's Proposal Documents)

- f. Other Contract Exhibits
- g. Orders, in reverse chronological order

10. RELATIONSHIP OF THE PARTIES. The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

11. SEVERABILITY. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.

12. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.

13. NO WAIVER. Either party's failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.

14. CONTRACT ADMINISTRATION AND OPERATION.

14.1 Notices and Correspondence. Notices required by this Contract shall be made to the following addresses:

County	Contractor
Name: Lorina Gillette	Name: Hans Papke
Address: PO Box 1348 Florence, AZ 85132	Address: 6225 N. 24th St. Ste. 250 Phoenix, AZ 85016
Title: Procurement Officer	Title: Project Manager
Email: Lorina.Gillette@pinal.gov	Email: hpapke@dlrgroup.com

An authorized County representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

14.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where



an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.

- 14.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
- 14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.
- 14.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor's or Subcontractors' plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.
- 14.6 Acceptance of Work.
- a. Materials. The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to

Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.

- b. Services. The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

14.7 Ownership of Intellectual Property.

- a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.
 - (1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.
 - (2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.
- b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

- (1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;
- (2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and
- (3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. **Developments Outside of Contract.** Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

- 14.8 **Subcontracts.** The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.
- 14.9 **Non-Discrimination.** Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.
- 14.10 **E-Verify Requirements.** As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 14.11 **Offshore Performance of Certain Work Prohibited.** Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.
- 14.12 **Estimated Quantities.** Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County



makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.

- 14.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.
- 14.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.
- 14.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).
- 14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if

that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

14.19 Work on County Premises.

- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
- b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 18.5 "Right to Offset."

14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.

- 14.21 Israel Boycott Prohibited. Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

15. CONTRACT CHANGES.

- 15.1 Contract Amendments. The contract is issued under the authority of the County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.
- 15.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:
- a. Extension of the term of the contract within the maximum aggregate term;
 - b. Revision to Procurement Officer appointment or contact information; or
 - c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties' signature (or "approval") of a contract modification is required to give it effect.

- 15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

16. RISKS AND LIABILITIES

- 16.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.



16.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

(1) Commercial General Liability (CGL). Commercial General Liability (CGL) Insurance (CG 0001) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 General Aggregate Limit, and \$2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its departments, boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall be at least as broad as the Insurance Services Office, Inc.'s CG 2037 0413 and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the County, its departments, boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

(2) Automobile Liability. Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this contract.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its departments, boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those

limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the County, its departments, boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor’s work or service.

(3) Workers’ Compensation and Employer’s Liability.

Workers’ Compensation Employer’s Liability	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-901, and when such Contractor executes the appropriate waiver form.

(4) Professional Errors and Omissions Liability. Coverage shall be for minimum amounts of \$1,000,000 per claim and \$2,000,000 annual aggregate.

b. Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:

(1) The Contractor’s policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the County, its agents, officials, or employees shall be excess and not contributory insurance as provided by A.R.S. § 41-621 E.

(2) Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this contract.

c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor’s insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.

d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.



- e. **Verification of Coverage.** Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Contractor’s work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County’s right to insist on strict fulfillment of Contractor’s obligations under this Contract.
- f. **Subcontractors.** All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.
- g. **Approval and Modifications.** The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 **Basic Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers’ compensation laws; and/or
- c. Arise out of a Contractor indemnitor’s failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees’ own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.
- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.



- 16.4 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:
- a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
 - b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
 - c. County may elect to participate in such action at its own expense; and
 - d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.
- 16.5 Force Majeure.
- a. Relief From Performance. The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
 - b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
 - c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.

- 16.6 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

17. WARRANTIES

- 17.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.
- 17.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:
- a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;
 - b. Be free from defects of material and workmanship;
 - c. Conform to or perform in a manner consistent with current industry standards; and
 - d. Be fit for the intended purpose or use described in the contract.

Mere delivery or performance does not substitute for express acceptance by County. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the forgoing warranty will not begin until County's acceptance.

- 17.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.
- 17.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.
- 17.5 Data Protection and Confidentiality of Records.
- a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all

information by those same avenues is the County's confidential information. To comply with the foregoing warrant:

- (1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
 - (2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.
- b. Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.)
NOTE: For convenience of reference only, the OMB memorandum is available at:
<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.
NOTE: For convenience of reference only, the GSA directive is available at:
<http://www.gsa.gov/portal/directive/d0/content/658222>
- c. Protected Health Information. Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:
- (1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;
 - (2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at:
<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

- 17.6 Intellectual Property. Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 17.7 Compliance with Applicable Laws, Licensing and Permits. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 17.8 Lobbying. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include “anti-lobbying” provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County’s benefit or on the County’s behalf.
- 17.9 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

18. COUNTY’S CONTRACTUAL REMEDIES

- 18.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County’s option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 18.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.
- 18.3 Non-exclusive Remedies. The County’s rights and remedies under the contract are not exclusive.
- 18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully

constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.

- 18.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

- 19.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 19.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.
- 19.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.
- 19.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.

19.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:

- a. Comply with any requirement, term, or condition of the contract;
- b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;
- c. Make satisfactory progress in carrying out the work; or
- d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

20. CONTRACT CLAIMS

20.1 Claim Resolution. All claims and controversies shall be subject to the Pinal County Procurement Code.

20.2 Arbitration. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq.* The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

DLR Group
6225 N. 24th St. Ste. 250
Phoenix, AZ 85016

BY: Stephen Q. Miller
(Name)

BY: LARRY J. SMITH
(Name)

Chairman

PRINCIPAL
(Title)

Stephen Q. Miller
(Signature)

Larry J. Smith
(Signature)

DATE: March 24, 2021

DATE: 1-15-21

Approved as to Legal Content:

Tim E. Pitt 1/17/21
Pinal County Attorney's Office (Date)

Exhibit A
Scope of Work (SOW)

The Responder shall adhere to the following minimum specifications, performance requirements and all terms and conditions within this solicitation.

1 Architectural Design Services

- 1.1 Ability to design and integrate new construction projects that conforms to current codes and standards while maintaining architectural compatibility to the county.
- 1.2 Contractor may be required to abide by Minority & Disadvantaged Business Enterprise practices during the term of the contract for federally funded projects.
- 1.3 This contract does not include services for landscape architecture.



204226ROQ Contract Exhibit B
 Negotiated Pricing

On-Call Architectural Services
DLR Group

Submit fee schedule in accordance with the sample below. Respondent may provide a table of costs based on expertise of employee i.e. classification / title.

Item	Classification / Title	Average Hourly Rate	Overhead (maximum 150%)	Net Fee (maximum 10%)	Total Hourly Rate
1	Project Manager (Discipline Leader)	\$ 83.44	\$ 124.33	\$ 20.78	\$228.54
2	Project Engineer or Architect	\$ 61.20	\$ 91.19	\$ 15.24	\$167.63
3	Staff Architect or Engineer	\$ 51.92	\$ 77.36	\$ 12.93	\$142.21
4	Professional Support	\$ 40.80	\$ 60.79	\$ 10.16	\$111.75
5	Technical	\$ 31.52	\$ 46.96	\$ 7.85	\$86.33
6	Clerical	\$ 20.40	\$ 30.40	\$ 5.08	\$55.88
7					
8					
9					
10					
11					
12					
13					

Exhibit C
Responder's Proposal

To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal. Clarification questions asked and supplier responses will be added as part of the Responder's proposal exhibit.



Supplier Contact Information

ON-CALL ARCHITECTURAL SERVICES #204226ROQ

Supplier Name: DLR Group

Street Address (Line 1): 6225 North 24th Street, Suite 250

Street Address (Line 2): _____

City: Phoenix State: AZ Zip Code: 85016

Main Office Telephone Number: 602-381-8580 Alternate Number: 602-794-2132

Website: www.DLRGroup.com

Contacts:

Direct questions regarding solicitation proposal to:

Name / Title: Hans Papke, Senior Associate

Role/Responsibilities: Project Manager

Telephone Number: 520-331-5754 Alternate Number: _____

E-mail Address: Hpapke@dlrgroup.com

If awarded, direct Sales questions to:

Name / Title: Same as above (Hans Papke)

Role/Responsibilities: _____

Telephone Number: _____ Alternate Number: _____

E-mail Address: _____

If awarded, direct Contract and Renewal questions to:

Name / Title: Same as above (Hans Papke)

Role/Responsibilities: _____

Telephone Number: _____ Alternate Number: _____

E-mail Address: _____

If awarded, direct Accounting questions to:

Name / Title: Barbara Renninger

Role/Responsibilities: Financial Administrator

Telephone Number: 402-269-3284 Alternate Number: 402-393-4100

E-mail Address: Brenninger@dlrgroup.com

November 20, 2020

Pinal County
Attn: Lorina Gillette, CPPB
31 N. Pinal Street, Building A
PO Box 1348
Florence, AZ 85132



Re: Request for Proposal #204226ROQ

Dear Lorina Gillette and Members of the Selection Committee:

On behalf of DLR Group, we are pleased to present our qualifications to Pinal County to provide on-call architectural services countywide for the 2021-2022 contract.

DLR Group is an integrated full-service architectural, engineering, planning, and interior design firm with 30 offices across the country and abroad. Locally, DLR Group has over 26 registered architects and employs nearly 100 design professionals in our Phoenix office. The On-Call contract will be led by Larry Smith from our Phoenix office, who will serve as the main point of contact, augmented by a carefully assembled team of experts ready to provide services for specific tasks as they arise. We have had the privilege of working on over **50 On-Call/IDIQ Government projects in the past ten years** with clients and are accustomed to managing task orders of all sizes.

Our team offers the following advantages to Pinal County :

Local, Qualified Team of Experts. DLR Group currently ranked #3 in the Phoenix Business Journal's book of lists as the largest Architectural firm in Arizona with 26 registered architects practicing here in the Valley of the Sun. Our proposed team of experts have been selected to meet your needs as outlined in your solicitation, from public safety and cultural work to tenant improvements and many other uses, DLR Group has you covered as a one-stop for design services. Over the decades, we have provided architectural and engineering services for well over 2,000 facilities, small and large, in Arizona, including several recent projects throughout Pinal County. Our long-term stability as an employee-owned firm has allowed us to weather the challenges of the current COVID-19 pandemic.

Ability to Hit the Ground Running. Our proposed team of experts are ready to tackle your next project and are recognized industry experts in their respective disciplines. Additionally, our local team is supported by other firm specialty services as needed.

Civic, Public Safety and Cultural & Performing Arts is what we do. Year in and year out DLR Group is consistently ranked as one of the top Government (#2 in 2019 BD World), Cultural (#1 in 2018 BD World) and overall in the United States (#6 in 2019 BD World).

DLR Group promises to apply every resource to deliver a level of service and design that will exceed your expectations. We look forward to the opportunity to meet your selection committee, further discuss our qualifications and show our enthusiasm.

DLR Group also acknowledges that we have received and reviewed the following addendums:
- Addendum No.1, dated November 12th, 2020.

Respectfully submitted,

DLR Group
Larry Smith, AIA
Principal | Principal in Charge
m: 602-999-9693 | e: lsmith@dlrgroup.cm

204226ROQ On-Call Architectural Services

Questionnaire – On-Call Architectural Services (Q-14BD)

Question Set – Qualifications/Experience

1.0.1 Experience & history of key personnel working on comparable projects/contracts. Include qualifications and education of both key personnel and support staff.

“Experience and History of DLR Group — DLR Group is a comprehensive architectural and engineering design and planning firm. We have been providing service in Arizona for more than 100 years. We have completed projects in every County in the State! Today, our Phoenix and Tucson offices have more than 85 professional staff members including: architects, mechanical, electrical and structural engineers, construction administrators, CADD and REVIT (building information modeling) specialists, landscape architects, and interior designers.

We are Ideal for On-Call Projects — As Phoenix’s third largest architectural firm, DLR Group’s in-house experts work on all levels of design: Planning, Assessments, Master Plans, Feasibility Studies, Renovations, Tenant Improvements and Cost Estimating among many others.

Our wide range of project expertise offers a depth of perspectives, materials, products and systems knowledge unmatched by firms focused on only a few facility types. We provide architectural and engineering services for a wide variety of building types for municipal clients, as well as K-12, higher education, corporate office, justice, retail and sports facilities.

Project Experience:

Most recently our team completed the Maricopa County Attorney’s Office in Phoenix. Formerly known as the Madison Street Jail constructed in 1985, this was a unique opportunity to resurrect a decommissioned jail facility that has been vacant for 10 years and repurpose into an adaptive re-use, Class A office building. Our team also worked on the University of Arizona Arts District Master Plan in Tucson. This was a strategic master plan that called for integrating the arts throughout the university experience in order to establish Arizona as an arts destination. DLR Group worked on a 10-year master plan that envisions the facilities required to ensure all students have meaningful experiences in the arts.

Our team also has extensive experience with the Agua Fria Union High School District. The project comprised a new 231,000-SF high school. Sustainable design includes adoption of a new approach called Viewing Architecture through the Lens of User Experience for Sustainability. DLR Group provided planning, architecture, engineering, and interiors services. Additional task orders from Agua Fria included:

- Master Plan Phase I & II*
- Agua Fria High School Chiller Replacement*
- (2) 500 Ton Water Cooled Chillers*

- *Desert Edge Field House*
- *Canyon View Emergency Repair*
- *Agua Fria High School Energy Saving Study*
- *Agua Fria High School Commissioning*
- *Agua Fria High School LEED Certification*
- *Agua Fria Furniture Selection and Procurement*
- *Agua Fria High School No. 5 Redesign*

In Pinal County, our team has worked on the Pinal County Court Expansion in Central Arizona after they experienced a tremendous growth over the last decade calling for additional improved judicial space to serve the growing population. The four-story addition required demolition of the existing one-story clerk open office space to make room for the expansion. DLR Group's design grows out of their previous judicial master planning efforts and adds six hearing rooms along with support for administrative services. Additionally, the expansion project consolidates the Conciliation Court Services from an aging facility in Coolidge, Ariz. to better serve clients and expedite case processing.

In Florence, Arizona, our team is currently working on the Pinal County Attorney's Office Master Plan & Addition, a new five-story, 56,000 SF building with a pedestrian bridge connecting the existing Superior Courthouse. The design of the Pinal County Attorney's Office came from a strict demand for adaptation. Every aspect of its form and composition derived from natural forces. As such, it is like the saguaro.

Another example of our local influence is the Pima Community College Center for Excellence for Applied Technology in Tucson. Pima Community College is investing in a new Center of Excellence for Applied Technology at their downtown campus. The Pima Community College Center of Excellence for Advanced Technology is a complex of two state-of-the-art buildings. The 43,000 square feet Transportation Center includes a total of 27 vehicle work bays including 10 EV-ready, 3 heavy transportation, 3 OEM labs, and spaces for testing and diagnosis of electrical vehicles, faculty offices, classrooms, a dynamometer room, and ample equipment storage. DLR Group is providing architecture, interior design, electrical engineering, structural engineering, information technology, acoustics, and education technology services.

There are times when the County will use the open-end contracts to rapidly deploy a team to address an immediate crisis – major mechanical malfunction in a critical building; potential building life safety concern, temporary shelter for natural disaster. DLR Group consists of over 1,200 people across our 29 offices in the U.S. If we feel the need to leverage our outside offices, we will relay that concern to our senior management to allow our Phoenix office to deploy a special team to respond to that issue. A great example was the response we provided to Joplin, Missouri after an EF-5 rated tornado destroyed the city and several of their school buildings. Our Kansas City office quickly mobilized a K-12 team to work with the city and school district to develop plans for a school replacement in time for the next academic season.

We also assisted in converting several warehouses into temporary schools to allow the academic calendar year to continue. In the current COVID-19 pandemic, our Seattle

office deployed a team assisted by our health care staff in Cleveland to develop mobile hospital units on a soccer field to handle the overflow of patients in the medical system. This task was highlighted on numerous national media networks.

Providing the correct professional expertise for a task order — Nothing results in a failed project than not having the right expertise for a project. From planning and designing a new, expanded or renovated fire station, recreational center, family shelter, homeless shelters, or detention center, we can ensure you that the right personnel with the level of expertise for that building type or service discipline will be assigned to your task order.

Scheduling pre open-end contract meetings — One of the best lessons learned from previous task order contracts is to schedule a face-to-face or virtual meeting with the client immediately after receiving a task order to fully understand the scope, budget and schedule. This will be a hands-on meeting where we will bring the expert for that task order and together, we'll work with you and your staff to ensure that our first submission for scope and fee correctly reflects the anticipated service for that task order. Too often I've heard where it takes longer to sign off on a task order agreement than it takes to execute the task order itself due to misunderstanding on the nature of the work. This meeting allows clarity to be brought to the team members so that our work can start in a timely manner without continuous back and forth negotiations.”

1.0.2 Familiarity of key personnel with municipal, local and state government standards.

“Experience and History of DLR Group — Our key team members have successfully worked in Pinal County for a number of years. They understand and appreciate the local environment and can hit the ground running on any project the County might offer. They are well versed in delivering a wide variety of project types for a variety of market sectors, making them ideal to service the Pinal County on-call contract(s). In our recent history, we have completed several projects in Pinal County including elementary schools, high schools, correctional facilities, markets, community colleges, healthcare, wellness and nursing facilities. Those have included:

- Florence Crime Lab Assessment*
- Pinal County Adult Detention Kitchen*
- Pinal County Attorney's Office*
- Master Plan*
- Office Addition*
- Pinal County Court Expansion*
- Pinal County Courts Master Plan*
- CCA Correctional Facilities (approximately 10 projects)*
- Apache Junction Unified School District On-Call/5-Year services contracts including design services for two high schools and one elementary school*
- J.O. Combs Unified School District On-Call/5-Year services contracts.*
- Queen Creek Unified School District*
- Gila River Indian Community's Skilled Nursing Facility, two Dialysis Centers, a Wellness and Multi-Purpose Facility and Domestic Violence Shelter*
- San Tan Campus Facility for Central Arizona College*
- Ak-Chin Indian Community, Vekol Market*

PROJECT MANAGEMENT & RESPONSIVENESS

DLR Group has a history of success with various government agencies that is built on trust and mutual respect. We have delivered over 50 IDIQ projects in the past ten years with clients across the nation, encompassing a wide range of facility types. We bring collective expertise in master planning, designing and delivering civic buildings and landscapes that elevate the human experience for communities across Arizona and the Southwest.

Managing multiple task assignments under the On-Call Contract

Larry Smith will act as the main point of contact for Pinal County as a Principal in the firm, Larry has at his disposal over 26 registered architects and 70 design professionals in the Phoenix and Tucson office to assist task orders ranging from small tenant improvements to complex renovations. Larry will ensure that staff is allocated and committed for the duration of the project to meet the needs of each Pinal County assignment.

Providing expedited services on requests for proposals and deliverables

The coordination between various disciplines as well as all communication and coordination with Pinal County will be the responsibility of our designated project manager - Hans Papke. Hans has at his disposal the capacity to deploy the necessary resources to provide the unique expertise required to complete the specific task order issued.

As an integrated design firm DLR Group provides, in addition to planning and architecture services, most major engineering disciplines "in-house". This integration of services provides us enhanced abilities to keep a tight grasp on quality control and coordination for all our projects.

Providing quick turn-around times to inquiries

Central to the success of any project is communication and it's at the core of our project approach. Good communication includes attentive listening, including being attentive to the subtle differences individual constituencies may have in terms of needs, desires and budgets. Our team understands we will be working on behalf of Pinal County in order to fulfill the County's objectives for a successful project. To ensure clarity of communication we focus on:

- Single point of contact*
- Timely responsive record keeping*
- Proactive mindsets of our A/E team*
- Agenda based meetings*
- Built-in redundancy allowing DLR Group to provide immediate service from the word 'go.' Principal in Charge, Larry Smith, is always available to communicate comments or concerns.*

Prioritizing staffing in relation to importance of assigned projects and schedule requirements We will staff the On-Call Contract with DLR Group Architects, Project Designers, Project Managers, Interior Designers, Historic Preservationist and LEED Accredited Professionals. Our integrated team has been selected based upon their technical expertise and experience with Pinal County. As a Project becomes available, we will review the scope and schedule to determine what additional staff may be required to service the Project. We will determine availability first with our partners, and then build our team to meet the Project objectives. The selected team has availability within the next two years to commit to any upcoming project.”

1.0.3 Explanation of how firm handles private sector and public sector contracts to avoid potential conflicts of interest.

“Private Sector/Public Sector Conflicts of Interest — We have successfully built our business within both the private and public sector without any complications in the past 100 years we have been established in Arizona.

With the team that we’ve proposed, the depth of all of our experience has been with nothing but government and private sector contracts. We understand the procurement process set up by State and County procurement law and we plan to follow and abide by all the state procurement code process. Throughout Larry’s entire career, he has never had a conflict of interest raised for any project or client. We will apply nationally accepted best practices learned from our involvement with similar projects to ensure the project allows Pinal County to best fulfill its mission and vision.”

November 20, 2020

PROPOSAL
**On-Call
Architectural Services**

Pinal County
Request for Proposal #204226ROQ
KEY PERSONNEL



DLR Group

6225 North 24th Street, Suite 250
Phoenix, AZ 85016
602/381-8580

[listen.DESIGN.deliver](https://www.dlr.com)

Larry Smith

AIA, Principal, DLR Group

Project Role

Principal in Charge



About Larry

Larry is a civic design expert with more than 45 years of experience designing civic, justice, and public building projects. Larry has a clear understanding of the public-sector and governments goals in planning and implementation of justice development projects. This experience coupled with a thorough operations understanding of the Justice/Courts/ Detention/Law enforcement operations and internal governmental political requirements, has proven a successful baseline for Larry in managing these complex justice projects. This success has afforded Larry with continuing client relationships and decades of repeat work.

36 years of total experience.
8 years with firm.

Worked on **12** CMAR projects.

Worked with County Clients in Arizona since 1976.



Relevant Experience

- Yavapai County Jail Needs Assessment; Prescott, AZ
- Pinal County; Florence, AZ
- Courthouse Expansion
- Attorney's Office Building
- Detention Facility and Expansion*
- Juvenile Justice Facility*
- New County Courthouse*
- Larimer County Jail Expansion; Fort Collins, CO
- Graham County Jail; Safford, AZ
- Kern County Justice Facility; Bakersfield, CA
- Tulare County Detention Center Expansion; Porterville, CA
- Adams County Mental Health Unit Detention Center; Brighton, CO
- Kings County Jail Expansion; Hanford, CA
- Maricopa County, Phoenix, AZ
 - Sheriffs Female Detention Facility*
 - Southwest Regional Courts*
- State of Colorado Department of Youth Services Statewide Facility Assessment and Master Plan
- Maricopa County, Phoenix, AZ
 - Sheriffs Female Detention Facility*
 - Southwest Regional Courts*
- Santa Cruz County Jail and Courts, Nogales AZ*
- Mohave County Sheriffs Adult Detention Facility; Kingman, AZ*

*Completed in prior association

Professional Highlights

Education

Bachelor of Architecture, Phoenix College

Registration & Licensing

Registered Architect: AZ -18959
+1 additional state

Professional Affiliations

American Institute of Architects

Hans Papke

AIA - DLR Group, **Main Point of Contact**

Project Role

Project Architect



About Hans

Hans is an AIA registered architect with 13 years of experience in architecture and design. He has been involved in all aspects of architectural practice, including client meetings, programming, conceptual design, design development, consultant meetings, construction documentation, permitting and construction administration. Most recently Hans serves as Project Architect on several LEED certified projects using Building Information Technology (BIM) and other 3D applications. He has successfully worked with multi-disciplinary teams on fast-track and design-build projects that require architectural coordination for cost-estimating throughout the design phases.

10+ years of experience in project management and planning.

3 years of experience at DLR Group.

Professional Architect registered in **Arizona** **Colorado**.



Relevant Experience

- Maricopa County Attorney's Office; Phoenix, AZ
- Pinal County Attorney's Office Addition; Florence, AZ
- MIHS Maryvale Alternative Project; Phoenix, AZ
- Loudoun Water Treatment Plant Administration and Training Facility; Loudoun, VA*
- Goleta West Sanitary District Administration Facility Remodel; Santa Barbara, CA*
- Central Los Angeles Recycling and Transfer Station (CLARTS), Master Plan Development and Administration Building Remodel; Los Angeles, CA*
- Trinity River Authority Administration and Training Facility; Houston, TX*
- Solana Beach Transit Center Parking Structure Master Plan; Solana Beach, CA*
- New Belgium Brewing Process Water Treatment Plant; Asheville, NC*
- Lake Berryessa Recreation Area Feasibility Study; Napa County, CA*
- San Diego Pump Station, Santa Fe Irrigation District, San Diego, CA*
- Reverse Osmosis Process Facility, Amazon Data Center; Umatilla County, OR*

*Completed in prior association

Professional Highlights

Education

B. Architecture: University of Arizona

Registration & Licensing

Architecture: Colorado and Arizona
NCARB: 365143

Professional Affiliations

American Institute of Architects (AIA)

Megan Duffy

NCIDQ, LEED-CI, Senior Associate, DLR Group

Project Role

Interior Design Leader



About Megan

Megan has nearly 20 years experience in interior design and planning services for public and private sector clients. As Interior Design Leader at DLR Group, Megan takes pride in her role as a seasoned designer and mentor and takes on every project with enthusiasm and confidence. While believing that passion, patience and professionalism are a few main ingredients for success, Megan's team-player mentality has earned her respect from peers and clients alike. She appreciates every step of the design process, from the initial stages of client consultation, programming and space planning, to design development, branding, bid and permit, and construction administration.

Her current work on the Maricopa County Madison Street adaptive reuse project allows her to incorporate all her skills and insight into a large and complex project that will ultimately revitalize the downtown urban core of Phoenix.

19 years of experience in commercial interior planning and design.

4 years of experience at DLR Group.

Professional Interior Designer registered in Arizona.



Experience

Agua Fria Union High School District, Avondale, AZ

Canyon View High School

Yuma Union High School District, Yuma, AZ

Kofa High School Renovation

Arizona State University, Tempe, AZ

Carson Center Programming Study & Renovations

Following facility programming services, ASU hired DLR Group to complete the renovations of the third-floor of this student athletics center.

Nursing Building Core & Shell + Floors 1-3 Tenant Improvement*

Nursing Building 4th Floor Tenant Improvement*

Devils' Den Renovation*

Maricopa County, Phoenix, AZ

Madison Street Adaptive Reuse

The County needed to assess the condition and potential for the old Madison Street jail building which has been vacant for the past decade.

The 278,000 SF facility not only is being re-invented as a Class A and B office complex, but the building assessment and recommendation to renovate ultimately saved County taxpayers nearly \$10 Million in unneeded demolition of the building.

Gateway Community College, Mesa, AZ*

Incubator Building for bioscience research

New Integrated Education Building; including life/physical science labs

*Completed in prior association

Professional Highlights

Education

Master of Interior Preservation & Conservation,
Bachelor of Interior Design,
Michigan State University

Registration & Licensing

NCIDQ Certified
LEED Accredited Professional

Professional Affiliations

U.S. Green Building Council

Tom Roth

AIA, LEED AP - Senior Associate, DLR Group

**Professional Highlights****Education**

Master of Architecture, Arizona State University
 Bachelor of Science (Architecture),
 Arizona State University

Registration & Licensing

Registered Architect: AZ -57895 + 2 additional states
 NCARB -85246
 LEED Accredited Professional

Project Role

Architectural Designer

About Tom

With over 25 years of experience working with justice clients at the federal, state, and municipal level, Tom is nationally recognized for the design, planning, and programming of correctional, detention, and public safety facilities. He is accomplished in managing the architectural design and production process from conception through completion, and into construction administration support to contractors. Tom has an exceptional talent with regards to sustainable solutions that are outstanding and innovative in design while responsive to program and cost requirements. He is a key member of DLR Group's Justice team.

Relevant Experience

La Vista Police Facility; La Vista, NE
 Bay Village Police Facility; Cleveland, OH
 Morgan County Justice Center & Jail Facilities Assessment and Master Plan;
 Fort Morgan, CO
 Larimer County Jail Expansion; Fort Collins, CO
 Mesa County Jail Expansion; Grand Junction, CO
 Maricopa County, Madison Street Jail Adaptive Reuse/Attorney's Office; Phoenix, AZ
 Graham County Jail; Safford, AZ
 Maricopa County Intake, Transfer, and Release Jail; Phoenix, AZ*
 Pinal County Adult Detention Kitchen Facility; Florence, AZ
 Pinal County Attorney's Office Master Plan; Florence, AZ
 Jefferson County Sheriff's Detention Center Master Plan; Golden, AZ
 ASPC Lewis Prison Upgrade Design; Buckeye, AZ
 Mohave County Jail Study; Kingman, AZ

*Completed in prior association

Terry Wohlgenant

CIPE, BEMP - Senior Associate, DLR Group

**Professional Highlights****Education**

Associate of Arts, Phoenix Institute of Technology,
 Phoenix Community College

Registration & Licensing

Building Energy Modeling Professional (BEMP)
 American Society of Heating, Refrigerating and Air
 LEED Accredited Professional

Project Role

High Performance Designer

About Terry

Terry brings a distinct expertise to the Phoenix mechanical engineering team. As a designer with more than 2 decades experience, his project understanding spans every market sector including commercial office complexes, retail facilities, hotels, resorts, municipal and county/state facilities, and educational facilities.

Relevant Experience

Paradise Valley Unified School District, Phoenix, AZ
 Elementary School #33
Cherry Creek School District, Greenwood Village, CO
 Cherry Creek Innovation Campus
Embry Riddle Aeronautical University, Prescott, AZ
 Student Housing
Arapahoe Community College, Castle Rock, CO
 Sturm Collaboration Campus
Northern Arizona University, Flagstaff, AZ
 Student Athlete High Performance Center
 Rolle Building Assessment
Northland Pioneer College, Show Low, AZ
 Master Plan
Yavapai Community College, Chino Valley, AZ
 Prescott Campus, Phase 1 - Yavapai College MP - includes Arts Ranch
 Prescott Campus, Phase 2B (Buildings 2&3) - Yavapai College
Higley Unified School District, Higley, AZ
 Higley Center for the Performing Arts
 Higley High School
Agua Fria Union High School District, Avondale, AZ
 Canyon View High School

Carmen Wyckoff

AIA, NCARB, LEED AP, Principal, DLR Group

Project Role

Architect / Education Leader



About Carmen

Carmen has managed educational projects for the past 19 years from Pre-K to Post-Doc and from small storage buildings to new high schools. Carmen brings her experience with local jurisdictions, site planning, and the School Facilities Board to ensure a smooth approval process.

Carmen is meticulous in monitoring all day-to-day activities of the project while working closely with the design team and officials to meet established milestones. Her creativity and problem solving allows her to participate in multiple design tasks with fresh ideas to develop architectural concepts that incorporate functional planning and your goals.

19 years of experience in project management and school facility planning.

5 years with DLR Group.

Professional Architect registered in 3 states.



Experience

- Fort Mojave Indian Tribe, Mohave Valley, AZ**
Anya Itpak Pre-K & Elementary School & Cultural Center
- Queen Creek Unified School District, Queen Creek, AZ**
Silver Valley Elementary School
- Deer Valley Unified School District, Phoenix, AZ**
Sonoran Foothills*
Hillcrest Middle School Modernization
- Tempe Elementary School District, Tempe, AZ**
Tempe Academy of International Studies
- Liberty School District, Buckeye, AZ**
Liberty Elementary School Rebuild
- Bayer Private School, Glendale, AZ**
- Balsz School District, Phoenix, AZ**
Tillman Middle School Rebuild
- Phoenix Union High School District, Phoenix, AZ**
Maryvale High School Gifted & Talented Academy
- Madison Elementary School District, Phoenix, AZ**
Madison Meadows Middle School, Phase 2 Rebuild
- Paradise Valley Unified School District, Phoenix, AZ**
Elementary School #33
Grayhawk Elementary School Renovations
North Canyon High School Special Education Classroom
- Yuma Elementary School District, Yuma, AZ**
Alice Byrne Classroom Rebuild
Palmcroft Maker-Space
Yuma One 2019 Bond Projects
- Agua Fria Union High School District, Avondale, AZ**
Canyon View High School
Verrado High School Field House

Professional Highlights

Education

Bachelor of Architecture, Pennsylvania State University

Registration & Licensing

Architect: AZ (#55053), PA, VA
NCARB License

Professional Affiliations

LEED Accredited Professional
Arizona Board of Technical Registration
Arizona School Facilities Board

David Schmidt

RA, LEED AP BD+C, Principal, DLR Group

**Professional Highlights****Education**

Master of Architecture and Bachelor of Science, Architectural Design, Arizona State University

Registration & Licensing

Architect: AZ #37604

LEED Accredited Professional with Building Design + Construction

Matthew E. Jennings

AIA - Associate, DLR Group

**Professional Highlights****Education**M.S. in Environmental Planning, Urban Design emphasis, Arizona State University
B.Arch in Preservation, Iowa State University**Registration & Licensing**

Registered Architect: AZ #42126, DC, UT

Project Role

Education Project Manager

About David

David has contributed management, planning, design and implementation expertise to K-12 education projects across the State for over 25 years. David received architectural accreditation and LEED accreditation in 2002 and continues to focus his efforts on designing lasting and efficient projects with reduced operational costs, and energy usage that are smart and specific to the clients they serve.

Relevant Experience**Litchfield Elementary School District, Litchfield Park, AZ**

District Support Services Facility
Verrado Elementary School Phase II, Buckeye*
Verrado Elementary School Phase III, Buckeye*
Litchfield Elementary School*
Mabel Padgett Elementary School*
L. Thomas Heck Middle School*
District Office & Auxiliary Classroom Building*
Litchfield Elementary School Remodel*

Tempe Elementary School District, Tempe, AZ

Tempe Academy of International Studies
Laird School (K-8)
Arredondo Elementary School
Maryvale High School Gifted & Talented Academy

Madison Elementary School District, Phoenix, AZ

Madison Meadows Middle School, Phase 2 Rebuild

Paradise Valley Unified School District, Phoenix, AZ

Elementary School #33

Project Role

Historic Preservation

About Matthew

Matt has a special interest in preserving the heritage of our cities and towns. He has worked on a variety of local and national projects where his responsibilities have ranged from archival research to grass roots fundraising to design and project management. As one of the firm's preservation specialists, he is a key member of the preservation and historic tax credit team. His dedication in protecting the integrity of the existing historic fabric provides a valuable asset to any project. Matt was an Architectural Fellow for the National Trust for Historic Preservation, and has performed architectural consulting to the National Trust on a number of projects.

Relevant Experience

Agua Fria USD, Canyon View High School; Waddell AZ
Balsz E.D. No. 31 Tillman Middle School Rebuild; Phoenix, AZ
GSA James A Walsh U.S. Courthouse; Tuscon, AZ
Heard Museum Grand Gallery Renovation; Phoenix, AZ
Madison Elementary School District Meadows Middle School Phase 2 Replacement; Phoenix, AZ
Phoenix Symphony Hall; Phoenix, AZ
Yuma Art Center; Yuma, AZ
GSA, Wayne Aspinall Federal Building and U.S. Courthouse (LEED NC Platinum), Grand Junction, CO
\$14.2 million transformative renovation of a 42,000 SF historic (1918) government building into an exemplar of sustainable design
GSA, Howard M. Metzenbaum U.S. Courthouse; Cleveland, OH
EnergyStar/LEED-NC certified
Architect of the Capitol On Call Services; Washington DC
Bob Hope Patriotic Hall (LEED NC Gold); Los Angeles, CA
Restoration of 85,000 SF 1926 meeting hall

Richard A. Beach

AIA, ASHE, Principal, DLR Group

Project Role

Healthcare Leader



About Richard

Richard's design experience includes new facilities, additions, and renovations in a variety of settings for virtually every building type. He has worked extensively with user groups to define their facility needs and to develop alternative approaches to their planning challenges. Many of Richard's projects have required working with organizations that have complex facility needs, requiring phased approaches to planning, design, construction and occupancy, particularly when maintaining on-going operations is a necessity. He is highly regarded by his clients for responsive service and design.

41 years dedicated to architectural design/planning of healthcare facilities.

Complex phasing expertise with design and construction efforts.

Knowledge resource for project details that lead to innovative solutions.



Experience

Banner Health

- Fort Collins Medical Center Health Center Expansion; Fort Collins, CO
- Fort Collins Medical Center Mammography Suite; Fort Collins, CO
- East Morgan County Hospital CT Replacement; Brush, CO
- McKee Medical Center Pharmacy USP 800 Upgrade; Loveland, CO
- University Medical Center North Campus Urology/OB-GYN Clinics; Tucson, AZ

Desert Senita Community Health Center; Ajo, AZ

- Education Area Renovation
- Exam Room Upgrades
- New Dental Clinic
- New Retail Pharmacy
- Laboratory Renovation

Benson Hospital; Benson, AZ

- G.I. Lab Addition/Renovation
- New Physical Therapy/Rehabilitation Facility
- CT & MRI Enclosure Study for CMMS Compliance

Northern Cochise Community Hospital; Willcox, AZ

- SNF Conversion to Outpatient Services
- Clinical Lab Expansion
- Rehabilitation Services Expansion
- Pharmacy USP 797/800 Compliance/Expansion

Valleywise Behavioral Health Center-Maryvale; Phoenix, AZ

- Renovation of a 260,000 SF acute care hospital to an inpatient behavioral health facility

White Mountain Apache Tribe; Whiteriver, AZ

- Skilled Nursing Facility Programming

*Completed in prior association

Professional Highlights

Education

Bachelor of Architecture, University of Arizona

Registration & Licensing

Registered Architect AZ # 14332

Professional Affiliations

American Institute of Architects
American Society for Healthcare Engineering

Linsey Graff

Assoc. AIA, Senior Associate, DLR Group

**Professional Highlights****Education**

M. of Architecture, University at Buffalo
 B.A. in Interior Design/Pre-Architecture,
 University of New Haven

Registration & Licensing

American Institute of Architects
 Society for College and University Planning

Project Role

Campus Planner

About Linsey

Linsey has dedicated her career to planning and designing learning environments with an emphasis on community outreach, design education, diversity, and inclusion both within academic communities and within the profession of architecture. She has served as both an institutional representative as well as worked in private practice. As a campus planner, Linsey has engaged with multiple universities to develop campus plans, sustainability plans, and strategic visioning.

Relevant Experience**Cochise College District; Sierra Vista, AZ**

Master Plan

Lowell Observatory; Flagstaff, AZ

640 Acre Master Plan

Moreno Valley College; Moreno Valley, CA

Comprehensive Master Plan

Morris College; Sumter, SC

Campus Master Plan

Norco College; Norco, CA

Facilities Master Plan

Phoenix College; Phoenix, AZ

Master Plan Services

Santa Monica College; Santa Monica, CA**University of Arizona; Tucson, AZ**

Arts District Master Plan

David Anderson

PE, LEED AP - Senior Associate, DLR Group

**Professional Highlights****Education**

Bachelor of Science, Mechanical Engineering,
 University of Nebraska

Registration & Licensing

Engineer: AZ #37111 + CA, CO, IA, NE, SD, WY

Project Role

Mechanical Engineer

About David

Dave's involvement in the project as mechanical engineer includes the selection of equipment capable of meeting the design requirements, coordination between architectural aesthetic requirements and mechanical systems, calculations of heating and cooling requirements and calculations of required ductwork and pipe sizes. His ability to discuss mechanical systems in layman's terms with our clients has been invaluable. Dave is also heavily involved in working with project teams to find the most cost effective, efficient, sustainable design solutions for their projects.

Relevant Experience**Arizona School for the Deaf and Blind; Phoenix and Tucson, AZ**

Phoenix Day School for the Deaf - New Middle/High School

AZ School for the Deaf and Blind - New Student Health Center/Voc Ed Building

Agua Fria Union High School District; Goodyear, AZ

Agua Fria High School #5

Energy Saving Study

EVIT Health Science Center Addition; Mesa, AZ**Deer Valley Unified School District; Glendale, AZ**

Boulder Creek High School

Boulder Creek High School Crime Lab

Sandra Day O'Connor High School

Transportation Maintenance Facility

Higley Unified School District; Gilbert, AZ

Chaparral Estates Elementary School (K-8)

Higley Center for the Performing Arts

Kingman Unified School District; Kingman, AZ

Lee Williams High School

White Cliffs Middle School

Radames Cocco

PE, LEED AP - Principal, DLR Group



Professional Highlights

Education

Bachelor of Science - Electrical Engineering,
Arizona State University

Registration & Licensing

Professional Engineer: AZ #33470 + CA, CO, NV, TX, WY
NCEES

Project Role

Electrical Engineer

About Radames

With 25 years of electrical design experience, Radames has worked extensively in both the new construction and renovation arenas. Together with DLR Group's team of designers and technicians, he has developed design solutions for projects in a broad range of market sectors, including cultural + performing arts, healthcare, workplace, education, and light Industrial. Radames is passionate about collaborating with architects, owners, managers, and contractors, as well as designing electrical power systems suited to clients' current and future needs.

Relevant Experience

Barbara Antonsen Memorial Park Amphitheater; Sedona, AZ
University of California - Berkley; Berkley, CA

Department of Theater, Dance, and Performance Studies Master Plan

University of Mary Hardin-Baylor; Belton, TX

Sue & Frank Mayborn Performing Arts Center

University of Nevada - Reno; Reno, NV

University Arts Building

Heard Museum; Phoenix, AZ

Grand Gallery Renovation

The Mob Museum, National Museum of Organized Crime and Law Enforcement (LEED-NC Silver); Las Vegas, NV

The 41,000 SF adaptive re-use of a former 1933 U.S. Post Office into an interactive museum

Avalon Theater; Grand Junction, CO

Lone Tree Arts Center; Lone Tree, CO

Paramount & State Theatre Renovation; Austin, TX

SAFE Credit Union Performing Arts Center; Sacramento, CA

Tom Kramer

SE, LEED AP BD+C - Principal, DLR Group



Professional Highlights

Education

Bachelor of Science - Structural - Architectural Engineering,
Milwaukee School of Engineering

Registration & Licensing

Mechanical Engineer: TX + 19 additional states
LEED Accredited Professional BD+C
NCEES

Project Role

Structural Engineer

About Tom

Dave's involvement in a project as mechanical engineer includes the selection of equipment capable of meeting the design requirements, coordination between architectural aesthetic requirements and mechanical systems, calculations of heating and cooling requirements and calculations of required ductwork and pipe sizes. His ability to discuss mechanical systems in layman's terms with our clients has been invaluable. Dave is also heavily involved in working with project teams to find the most cost effective, efficient, sustainable design solutions for their projects.

Relevant Experience

Brown County Jail; Green Bay, WI

Chillicothe Correctional Center, Chillicothe, MO

Tulare County Jail Sequoia Field; Visalia, CA

Kings County Jail Expansion Phases III; Hanford, CA

Sauk County Jail; Baraboo, WI

Joliet Treatment and Detention Facility; Joliet, IL

Kentucky Design-Build Prison; Sandy Hook, KY

Pinal County Court Expansion; Florence, AZ

Sherwood Police Facility; Sherwood, OR

New Lisbon Medium Security Prison; New Lisbon, WI

Boone County Law Enforcement Center; Boone, IA

Monterey County New Juvenile Hall; Salinas, CA

Adams County Mental Health Unit Renovation; Brighton, CO

Buckeye Town Hall Complex, Buckeye, AZ

Department of Veterans Affairs Community Based Outpatient Clinic; San Antonio, TX

Amy Hoffman

IIDA, LEED AP - Principal, DLR Group

**Professional Highlights****Education**

Bachelor in Fine Arts, University of Georgia

Registration & Licensing

NCIDQ

LEED Accredited Professional

Rob Sherman

CTS, DMC-D-4K, DSCE, Senior Associate, DLR Group

**Professional Highlights****Education**Bachelor of Business - Sales & Marketing,
Davenport University**Registration & Licensing**Polycom Video/Voice Endpoints
Crestron DMC-D-4K
Crestron DM-NVX-N
Audinate – Dante Certified
ClearOne Audio Certified
Digital Signage Certified Expert
Extron Certified – AV Associate
QSC; Q-Sys Level 1**Project Role**

Change Management

About Amy

Amy is a senior interior designer and project manager with a focus in the open office environments and student life. She brings 22 years experience in designing interior spaces. Her extensive involvement in all aspects of planning, programming, interior design and document preparation has provided her the knowledge and ability required to execute projects with technical efficiency, flexibility and a style that represents each clients' vision.

Relevant Experience

Maricopa County Attorney's Office; Phoenix, AZ

NRG Renew Office; Scottsdale, AZ

PUHSD Maryvale High School Renovations; Phoenix, AZ

Balsz E.D. No. 31 Tillman Middle School Rebuild; Phoenix, AZ

Adams County Park 12 Hundred Human Services; Westminster, CO

Aims Community College Center Remodel for Student Services; Greeley, CO

Arapahoe Community College Sturm Collaboration Campus at Castle Rock;
Castle Rock, CO

Aurora Police District 2 Traffic Renovations; Aurora, CO

Colorado Springs Police Department Sand Creek Substation; Colorado Springs, CO

El Paso County Sheriff's Office Relocation; Colorado Springs, CO

Englewood Police Headquarters; Englewood, CO

Brigham Young University; Provo, UT

Student Services Remodeling

Store Conceptual Design Optimization Study

Emily Griffith Technical College; Denver, CO

Visioning & Programming

Project Role

Audiovisuals / IT Systems Designer

About Rob

Rob has over 26 years' experience in the A/V industry. His specialties include K-12 learning environments, higher education, professional training environments, corporate/office environments, mixed-use, entertainment venues, emergency operation centers and state and local agencies.

Rob will be your trusted advisor in developing integrated technologies that meet your budget, support your key initiatives and prepare your district for future technology needs.

Relevant Experience

Queen Creek Unified School District, Queen Creek, AZ

Queen Creek Elementary School #7

Fort Mojave Indian Tribe, Mohave Valley, AZ

Pre-K-6 Montessori School and Cultural Center

Deer Valley Unified School District, Phoenix, AZ

Hillcrest Middle School Modernization

J.O. Combs Unified School District, San Tan Valley, AZ

District Service Center

Agua Fria Union High School District, Avondale, AZ

Agua Fria High School Master Plan Phase 1

Virgin Islands Department of Education, Christiansted, St. Croix

Master Plan

Boschulte Pre K-8 Bridging Docs

Charlotte Amalie Bridging Docs

Richards Pre K-8 Bridging Docs

Deer Valley Unified School District, Phoenix, AZ*

Administration Offices, School Board Chamber Video/Audio Upgrades

*Completed in prior association

Adam M. Wells

Senior Associate, DLR Group



Professional Highlights

Education

Bachelor of Visual Communication and Design
University of Nebraska-Kearney

Professional Affiliations

Society of Experiential Graphic Design
American Institute of Graphic Arts
Association of Photoshop Professionals

Project Role

Experiential Graphics Designer / Wayfinding

About Adam

Adam Wells is the Visual Communications Leader at DLR Group who engages clients to evoke their brand visually and experientially through Brand Development and Experiential Graphics. He collaborates with client stakeholders and project team members to understand the unique characteristics and context of an architecture or space to thoughtfully develop creative solutions that connect the project to occupants and visitors.

Relevant Experience

Maricopa County Maryvale Hospital; Phoenix, Ariz.

Wayfinding + Signage

Northern Arizona University - Student Athlete High Performance Center;

Flagstaff, AZ

Pinellas County Courts Consolidation; Clearwater, Fla.

Wayfinding + Signage

Will County Sheriff's Department Facility; Joliet, Ill.

Wayfinding + Experiential Graphics

State of Nebraska Administration Building; Lincoln, Neb.

Wayfinding + Signage

Confidential Campus Project; Jeddah, Saudi Arabia

Madonna Rehabilitation Hospital; Omaha, Neb.

The Boeing Company; Los Angeles, Calif.

CATCH Intelligence; Omaha, Neb.

Nicholas Kreidler

RA, NCARB - Associate, DLR Group



Professional Highlights

Education

Master of Architecture, Kansas State University

Registration & Licensing

Architect: CO
NCARB

Project Role

Lab Planner

About Nicholas

Nick's communication skills and experience have proven valuable while working on projects locally and nationally. His involvement from start to finish and often beyond ensures continuity throughout the project and that the functionality of the space is not compromised. His ability to understand the large scale goals of the client, while bringing the detail of a single user's needs to a reality, allows the project language to be carried throughout its entirety. By understanding client needs and working with the full design team, Nick emphasizes collaboration and effective communication to create solutions that meet and consistently exceed client expectations with the collective knowledge of those involved.

Relevant Experience

Arizona State University; Mesa, AZ

Fulton Schools of Engineering Robotics Laboratory Renovation

LSA Building Assessment Study

Arizona State University; Mesa, AZ

Fulton Schools of Engineering Robotics Laboratory Renovation

LSA Building Assessment Study

Northern Arizona University; Flagstaff, AZ

Science Lab Ultra-Clean Room Suite

Arapahoe Community College; Castle Rock, CO

Sturm Collaboration Campus at Castle Rock

Cleveland Clinic Foundation; Akron, OH

Akron General Hospital - CPX1 AGMC New Analyzers for Chem Lab

Lodi Hospital Reno Lab for Roche Integration

Organizational Chart



LEADERSHIP

Hans Papke, AIA, NCARB
Project Manager
Main Point of Contact

Larry Smith, AIA
Principal in Charge

Tom Roth, AIA, LEED AP
Architectural Designer

DESIGN TEAM

Megan Duffy, NCIDQ, LEED AP CI
Interior Designer

Richard Beach, AIA, ASHE
Healthcare Leader

David Anderson, PE, LEED AP
Mechanical Engineer

Amy Hoffman, NCIDQ, IIDA, LEED AP
Programming / Planning Expert

Carmen Wyckoff, AIA, NCARB, LEED AP
Architect / Educational Leader

Radames Cocco, PE, LEED AP
Electrical Engineer

Lindsay Graff, Assoc. AIA
Campus Planner

David Schmidt, RA, LEED AP BD+C
Education Project Manager

Tom Kramer, SE, LEED AP BD+C
Structural Engineer

SUPPORT

Terry Wohlgenant, CIPE, BEMP
High Performance Designer

Matthew Jennings, AIA
Historic Preservation

Rob Sherman, CTS, DMC-D-4K, DSCE
Audiovisuals / IT Systems Designer

Adam Wells,
Experiential Graphic Designer / Wayfinding

Nick Kreidler, RA, NCARB
Laboratory Planner

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Mac McNamara, Water Services Section Director
Co-Submitter: Emily Markel
Date: 06/11/2025
Meeting Date: 06/17/2025



TITLE:

Consideration and Approval of Contract: Fifteen On-Call Professional Services Contracts to Support the Water Services Division - Engineering: Water Systems, Wastewater Systems, and Water Resources Planning Services.

STAFF RECOMMENDED ACTION:

1. Approve Fifteen On-Call Professional Service Contracts to Support the Water Services Division:
 - Engineering Water Systems: Ardurra Flagstaff, Carollo Engineers, Hazen & Sawyer, Stantec, Water Works Engineers
 - Engineering Wastewater Systems: Ardurra Flagstaff, Carollo Engineers, Hazen & Sawyer, Stantec, Water Works Engineers
 - Engineering Water Resources Planning: Carollo Engineers, Errol L. Montgomery & Associates, Hazen & Sawyer, LRE Water, Matrix New World
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City of Flagstaff currently hires engineering consultants from an On-Call list to provide professional engineering services for a series of water, wastewater system improvements and water resources planning at various locations. The existing on-call contracts have expired and the City conducted a solicitation through a Request for Statement of Qualifications for engineering firms to provide these services. This On-Call list of engineering firms serves to pre-qualify a list of firms that the City can quickly utilize when issues arise in operations or there is a need for engineering services. This On-Call list saves valuable time in delivering projects and does not exceed \$100,000 in total design costs. Staff will utilize the annual expenditure cap of \$500,000 per firm and discipline as prescribed by the Arizona Revised Statutes.

In lieu of attaching 15 separate contracts representing each firm, a sample On-Call Professional Services Contract is attached to the staff summary that will be used for each of the firms upon approval by the City Council. The term of the contract for each firm in all discipline areas is for three (3) consecutive years, with two (2) additional one-year optional renewals thereafter.

Financial Impact:

There is no immediate financial impact. The costs for the on-call services will be expended from the Water Services Department capital improvement and operational capital budgets already approved by the City Council and allocated to each individual project as it arises. Each firm's pricing schedule varies for the service provided, is on file with the Purchasing Section and will be incorporated as part of the fifteen On-Call Professional Service Contracts.

Policy Impact:

N/A

Previous Council Decision or Community Discussion:

N/A

Options and Alternatives to Recommended Action:

1. Approve the Fifteen On-Call Professional Services Contracts to Support the Water Services Division - Engineering: Water Systems, Wastewater Systems, and Water Resources Planning Services; or
2. Approve a smaller number of contracts overall or by discipline; or
3. Reject the On-Call Professional Services Contracts and solicit for each individual capital project related to the Water Services Division on an as-needed basis.

Background and History:

The City of Flagstaff Water Services Division previously hired engineering consultants that specialize in water systems, wastewater systems, and water resources planning services from the On-Call professional services contract. The existing professional services contracts expired in 2024.

In November 2024, the City solicited a Request for Statement of Qualifications (RSOQ) for On-Call Professional Engineering Consulting Services in three discipline areas; Water Systems, Wastewater Systems, and Water Resources Planning Services. On December 6th, 2024 the City received a total of 17 firms submitting in three of the discipline areas. Three evaluation committees were formed consisting of 5 members, including one member outside of City employment, all having experience working in or with these specialized professional services. The evaluation process reviewed each company's submission with respect to their project team, personnel, experience in the discipline, project approach, response time and any added value knowledge of the City's existing treatment plants. Pursuant to the overall aggregated scoring of the evaluation committee, the top candidates were identified and are being recommended to council for an award. Attached is the summarization of the overall scoring.

In alphabetical order:

Water Systems: Arddurra -- 681, Burgess & Niple -- 546, Carollo -- 672, CDM Smith -- 567, Civiltec -- 514, Enterprise -- 461, Hazen & Sawyer -- 613, Kimley-Horn -- 549, Matrix New World -- 521, Stantec -- 619, Water Works -- 609, Wilson -- 553

Wastewater Systems: Ardurra -- 654, Black & Veatch -- 579, Burgess & Niple -- 538, Carollo -- 641, CDM Smith -- 578, Enterprise -- 389, Hazen & Sawyer -- 639, HDR -- 579, Kimley-Horn -- 553, Stantec -- 595, Water Works -- 624, Wilson -- 522

Water Resources Planning: Arizona Water Buffalo -- 554, Carollo -- 555, Errol Montgomery - 639, Hazen & Sawyer -- 597, LRE Water WRP -- 581, Matrix New World - 634

Connection to PBB Priorities and Objectives:

Sustainable and Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well-maintained infrastructure system.

Connection to Regional Plan:

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

Connection to Carbon Neutrality Plan:

WS-1 Improve water infrastructure and expand water reuse.

Connection to 10-Year Housing Plan:

N/A

Connection to Division Specific Plan:

The fifteen On-Call Professional Services Contracts will allow the Water Services Division to more efficiently deliver the Capital Improvements Plan and meet timely operational needs as they arise.

Attachments: Sample Engineering Professional Services Contracts On-Call Water Services

ON-CALL PROFESSIONAL SERVICES CONTRACT
Contract No.: 2025-03

The Contract is entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and [ON-CALL PROFESSIONAL SERVICES FIRM] ("Firm").

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

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

SERVICES

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

ON-CALL PROFESSIONAL SERVICES
Engineering: Water Systems
Engineering: Wastewater Systems
Engineering: Water Resources Planning

and as more specifically described in the Scope of Work attached hereto as Exhibit A1.

2. **Standard Terms and Conditions:** The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit(s) A.1 or A.2.
3. **Key Personnel/Subcontractors:** Firm's Key Personnel, Subcontractors (if any), and contact information are designated in Exhibit A. Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this Contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

4. **City Representative:** The City Representative is [WATER SERVICES REPRESENTATIVE] or their designee. All communications to the City shall be through the City Representative. The City Representative is responsible for bringing any request for a Contract amendment or price adjustment to the attention of the Procurement Agent.
5. **City Cooperation:** The City will cooperate with Firm by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Firm's performance of this Contract.

CONTRACT TERM

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

7. Renewal: The Contract may be renewed for up to two (2) additional one (1)- year terms by mutual written consent of the parties. The City Manager or their designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
8. Unilateral Extension: The Contract may be unilaterally extended for ninety (90) days. The City Manager or their designee (the Purchasing Director) shall have the authorize to approve the extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.
9. Termination: The Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto as Exhibit B.

PAYMENT

10. Compensation: Firm shall be paid for satisfactory performance of the Scope of Work identified in Exhibit A.1, in accordance with the Fee Schedule attached hereto as Exhibit A.2.
11. Price Adjustment: Price adjustments may be negotiated at the time of Contract-renewal at the discretion of the City. 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 Firm and that the proposed pricing is still competitive in the marketplace.
12. Formal Amendment Required: Any price adjustment or change to the scope of work must be approved by mutual written consent of the parties through a formal amendment. The City Manager or their designee may approve an amendment if the total amount of the Contract, as amended, is less than \$100,000; otherwise, City Council approval is required.

DATA AND RECORDS

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

INSURANCE

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

MISCELLANEOUS

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

To the City:
Water Services
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001

To Firm:

With a copy to:
Emily Markel
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: EMarkel@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.

FIRM

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Notice to Proceed issued: _____, 20__

Exhibit A.1 - Scope of Work

Engineering: Water Systems

Projects may involve master planning efforts, and design and construction related services for new construction, rehabilitation or other modifications. Design components included in these projects may include, but will not be limited to, hydraulic and process modeling, process modifications, control system upgrades, plant equipment replacement, structures, block walls and utilities. Typical projects include, but are not limited to, well sites, water production and storage facilities, water metering facilities, pump stations, reservoirs, water distribution systems, SCADA and PLC control systems, scoping studies, hydraulic modeling, and on-site utility line extensions. These projects may include any or all the design areas and services included in the plant treatment areas.

Exhibit A.1 - Scope of Work

Engineering: Wastewater Systems

Projects may involve master planning efforts, and design and construction related services for new construction, rehabilitation or other modifications. Design components included in these projects may include, but will not be limited to, biological analysis, hydraulic and process modeling, process modifications, control system upgrades, plant equipment replacement, structures, block walls and utilities. Typical projects include, but are not limited to, storage facilities, pump stations, wastewater collection systems, wastewater treatment facilities, methane gas conveyance systems, onsite improvements, SCADA and PLC control systems, scoping studies, hydraulic modeling, and on-site utility line extensions. These projects may include any or all the design areas and services included in the plant treatment areas.

Exhibit A.1 - Scope of Work

Engineering: Water Resources Planning

The scope of work in water resource planning, and more specifically, within several of the following areas:

1. water resources scenario planning
2. water demand and consumption analysis and forecasting including use of GIS and demand dashboards
3. hydrogeological studies
4. groundwater flow modeling
5. development of well specifications
6. well drilling and testing oversight
7. groundwater well design
8. Arizona rural water policy expertise.

Exhibit A.2 – Fee Schedule
(attached to individual contracts)

EXHIBIT B

STANDARD TERMS AND CONDITIONS

(Last Updated January 19, 2023)

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

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".
2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.
3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.
4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.
5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

- 20. TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

- 21. FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
- 22. FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
- 23. DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.
- 24. AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
- 25. OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

- 26. INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
- 27. CONTROL:** Contractor shall be responsible for the control of the work.
- 28. WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
- 29. SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
- 30. QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
- 31. ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the

deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

32. **WARRANTY:** Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

33. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.
34. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
35. **PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.
36. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

37. **GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.
38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance

or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

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

CONTRACT CHANGES

- 40. PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 41. COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
- 42. AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
- 43. SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.
- 44. NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
- 45. ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any

assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

46. **BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. **SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
48. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.
49. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

51. **TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured,

or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

52. **CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
53. **CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.
54. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
55. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
56. **TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
57. **PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
58. **CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
59. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

- 60. COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.
- 61. ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
- 62. NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.
- 63. THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 64. GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
- 65. FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 66. ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.
- 67. FORCE MAJUERE:**
- a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
 - b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.
 - c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

- 68. NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
- 69. CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.
- 70. FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated January 19, 2023)

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

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

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

- | | |
|--|-------------|
| a. Commercial General Liability - Occurrence Form | |
| General Aggregate | \$2,000,000 |
| Products/Completed Operations | \$1,000,000 |
| Each Occurrence | \$1,000,000 |
| b. Umbrella Coverage | \$2,000,000 |
| c. Automobile Liability | |
| Any Automobile or Owned, Hired, and Non-owned Vehicles | \$1,000,000 |
| Combined Single Limit Per Accident for Bodily Injury & Property Damage | |
| d. Workers' Compensation and Employer's Liability | |
| Workers' Compensation | Statutory |
| Employer's Liability: Each Accident | \$1,000,000 |
| Disease - Each Employee | \$1,000,000 |
| Disease - Policy Limit | \$1,000,000 |
| e. Professional Liability | \$2,000,000 |

f. Network Security and Privacy Liability

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

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

f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a “Best’s” rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.
10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City’s receipt of Contractor’s policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City’s right to insist on strict fulfillment of Contractor’s obligations under the Contract.
11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City’s Attorney’s Office in consultation with the City’s Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Patrick Brown, Purchasing Director
Co-Submitter: Rick Tadder
Date: 06/11/2025
Meeting Date: 06/17/2025



TITLE:

Consideration and Approval of Contract: Service Provider Contract with United Way of Northern Arizona

STAFF RECOMMENDED ACTION:

1. Approve the Service Provider Contract with United Way of Northern Arizona for City-Wide Community Health and Human Services; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Historically, the City has contracted with United Way of Northern Arizona to allocate City funds reserved for City-wide Community Health and Human Service programs to local social service agencies primarily for the benefit of low and moderate income residents of the City. The City and United Way of Northern Arizona have had a positive relationship throughout these contract years and United Way of Arizona has satisfactorily provided the personnel necessary to organize and provide said services.

The most recent service provider contract between the City and United Way of Northern Arizona expired on September 2, 2024. However, the City and United Way of Northern Arizona have continued to perform under the terms and conditions of that service provider contract. The City desires to continue the contractual relationship with United Way of Northern Arizona Provider and to approve this Service Provider Contract will delegate certain program administration and monitoring responsibilities regarding the allocation of City funds.

The contract term is for five (5) consecutive years with the possibility of five (5) additional one-year extensions. Payment for FY2025 and FY2026 have been identified in the Service Provider Contract. However, each subsequent year, City staff and United Way of Northern Arizona will have the ability to negotiate payment which will be presented to the City Council through the budgetary process. The approved budgeted allocation will be executed through a formal amendment to the Service Provider contract at the beginning of the corresponding fiscal year.

Financial Impact:

Project Name: Community Health and Human Services
 Cost: FY2024-25 \$323,950 and FY2025-26 \$333,750
 Account Number Budgeted: 001-09-402-1311-1-4273
 FY Budgeted Amount: FY2024-25: \$323,950 and FY2025-26: \$333,750
 Grant Funded: No
 Funding Source: General Fund

Policy Impact:

The Service Provider Contract, in summary, provides the allocation of funds to be used exclusively for assisting nonprofit entities located in Flagstaff in providing health and/or human services. The recommended action approves the specific allocation of monies for FY 2025 and FY2026 as reviewed and approved by the

Board of Directors for United Way of Northern Arizona. Given the total fund allocation of \$323,950 for Fiscal Year 2025 and \$333,750 for Fiscal Year 2026 to United Way of Northern Arizona, the agency will utilize a formal application process to various social service agencies. Historically, formal competitive Request for Proposals ("RFP") were conducted, with United Way of Northern Arizona always being the only Proposer to respond to the RFP. Based on our research, United Way of Northern Arizona is the only local Flagstaff non-profit organization who provides these services. The initial contract term is for five (5) years, with the option to extend the contract for up to five (5) additional one (1) year periods.

Previous Council Decision or Community Discussion:

Yes. In June of 2009, Council approved a 3-year service contract, which expired June 30, 2012, with two (2) one (1) year options to extend. The City exercised both extension years, with the last extension expiring on June 30, 2014. Prior to the expiration of this multi-year contract, the Purchasing Section conducted a new formal competitive Request for Proposals, with UWNA submitting the only proposal response. Council approved the 3-year service contract, and subsequent two (2) one (1) year options to extend, with the last extension expiring on June 30, 2019. In August of 2019, the Purchasing researched other potential providers for this service and found there were none to service the greater flagstaff area. On August 16, 2019, the Purchasing Director determined the procurement to be a sole source and on September 3, 2019, Council approved a new contract with an initial term of one (1) year with four (4) one extensions option. In April 2025, the Purchasing Director renewed the sole source procurement justification and is now presenting council with this next contract with a longer possible term of an initial five (5) years with five (5) one year extensions.

Options and Alternatives to Recommended Action:

1. Approve the Service Provider Contract with United Way of Northern Arizona; or
2. Not provide any funding to United Way of Northern Arizona; or
3. Consider reducing the funding allocation and have United Way of Northern Arizona submit information as to where the cuts would occur (in priority) and the impact of these proposed reductions; or
4. Direct Purchasing staff to conduct a formal competitive Request for Proposals.

Background and History:

In 1992, the City worked with United Way of Northern Arizona to establish a program that allocates City funds to agencies that provide health and/or human services. Because of this program, the City of Flagstaff, United Way of Northern Arizona, and the citizens of Flagstaff have benefited from that partnership for the allocation and disbursement of City of Flagstaff general funds for social services to be administered throughout the community. As mentioned earlier, a formal RFP process was conducted to give other organizations an opportunity to submit a proposal as to how they would serve the City and its citizens, ensuring that City funds are used effectively to benefit targeted populations, and distributed through a volunteer-driven and fair process and leveraged with multiple types of resources.

Connection to PBB Priorities and Objectives:

Safe and Healthy Community/Livable Community

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: United Way Service Provider Contract

SERVICE PROVIDER CONTRACT

Contract No. 2025-241

This Contract is entered into this ____ day of _____, 2025 by and between the City of Flagstaff, a political subdivision of the State of Arizona (“City”), and United Way of Northern Arizona, an Arizona nonprofit corporation (“Provider”).

RECITALS

WHEREAS, historically, the City has contracted with Provider regarding the allocation of City funds reserved for City-wide Community Health and Human Service programs to local social service agencies primarily for the benefit of low and moderate income residents of the City;

WHEREAS, the City and Provider have had a positive relationship throughout these contract years and Provider has satisfactorily provided the personnel necessary to organize and provide said services;

WHEREAS, the most recent service provider contract between the City and Provider expired on September 2, 2024, however, the Parties have continued to perform under the terms and conditions of that service provider contract; and

WHEREAS, the City desires to continue the contractual relationship with Provider to delegate certain program administration and monitoring responsibilities regarding the allocation of City funds for the services described herein.

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

AGREEMENT

- 1. Scope of Work: Provider shall provide the consulting services generally described as:

**COMMUNITY HEALTH AND HUMAN SERVICES,
VIA A SOCIAL SERVICE CONTRIBUTION FROM THE CITY OF FLAGSTAFF**

and as more specifically described in the Scope of Work attached here to as Exhibit A (the “Services”).

- 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 has the authority to amend the term of the Contract.

- 2.2 Renewal: The Contract may be renewed or extended for up to five (5) years, in one (1)- year increments by mutual written consent of the parties. The City Manager or his/her 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 for one (1) 90-day period. The City Manager or his/her designee (the Purchasing Director) shall have the authority to approve the extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.

3. Compensation:

3.1 Provider shall be paid for satisfactory performance of the Contract in an amount not to exceed:

3.1.1 FY 2025 - \$323,950

3.1.2 FY 2026 - \$333,750

Including fees and taxes, in accordance with the Scope of Work attached hereto as Exhibit A.

3.2 Annually, by December 1, the Parties may negotiate an increase in compensation to be executed on the date of the following contract year of service. Any increase in compensation must be supported by documentation and must be approved by mutual written consent of the Parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the total amount of the amendment to the Contract is less than \$100,000; otherwise, City Council approval is required.

4. Termination & Cancellation Clauses.

4.1 Non-Appropriation: The City may terminate the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Provider.

4.2 For Convenience: Either Party may terminate the Contract for any reason by giving the other Party written notice of such termination no less than ninety (90) 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 services completed prior to the effective date of the termination.

4.3 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 Provider.

5. Amendment: The Contract is intended to be the complete and final agreement of the Parties. A change in compensation or scope of work shall be reflected through a formal written amendment.

6. Compliance with Laws: Provider 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.

7. Insurance:

7.1 Coverage: Contractor shall carry \$1,000,000 of Commercial General Liability insurance, \$500,000 Automotive Liability insurance, and the State of Arizona statutorily required amount of insurance for Workers' Compensation and Employer's Liability.

7.2 Professional Liability: Where the Contractor is required by state statute to maintain certain licensure to provide the Services required in the Contract, Contractor shall main \$200,000 of Professional Liability insurance.

7.3 Certificate of Insurance: Contractor shall provide a Certificate of Insurance to the City documenting the requisite coverage before engaging in the Scope of Work defined above.

8. Indemnity: Provider 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 Provider, its agents, employees, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.
9. Assignment/Subcontracting: Provider shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without prior written approval of the City.
10. Independent Contractor: Provider shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
11. Nondiscrimination: Provider 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.
12. City Ownership of Document and Data: Any original documents prepared or collected by Provider in performance of this Contract such as models, samples, reports, surveys, survey results, graphics, tables, charts, plans, computations and other data shall be the property of City ("City's work product"). Provider agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.
13. Re-Use: The City may use the City's work product without further compensation to Provider; provided, however, that the City's reuse without written verification or adaption by Provider for purposes other than contemplated herein is at the City's sole risk and without liability to Provider. Provider shall not engage in any conflict of interest nor appropriate any portion of the City's work product for the benefit of Contractor or any third parties without the City's prior written consent.
14. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Provider shall immediately deliver to the City copies all of the City's work product and any other documents and data accumulated by Provider in performance of this Contract, whether complete or in process.
15. Immigration Laws: Pursuant to A.R.S. § 41-4401, Provider 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.
16. Forced Labor of Ethnic Uyghurs: Provider 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 under the Contract shall be in writing via certified mail and email as follows:

To the City:

Joanne Keene, Deputy City Manager
City Manager's Office
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: joanne.keene@flagstaffaz.gov
Phone: 928-213-2015

To Contractor:

Liz Archuleta, President & CEO
United Way of Northern Arizona
1515 E. Cedar Ave., Suite D-1
Flagstaff, AZ 86004
larchuleta@nazunitedway.org
928-773-9813

With a copy to:

Patrick Brown, Purchasing Director
Purchasing Section
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: pbrown@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.

PROVIDER:

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__

EXHIBIT A
SCOPE OF WORK/FEE SCHEDULE
2025

I. SCOPE OF WORK

1. Identify community health and human services critical needs and opportunities and provide the City funds for them through a fair process.

- 1.1 Dialogue and data collection shall occur on an on-going basis with social services providers. Provider shall:
 - 1.1.1 Conduct email surveys with partner agencies to determine the effect of the changing economic conditions on clients and demand for services;
 - 1.1.2 Conduct three (3) face to face meetings with executives and senior staff from health and human service agencies to discuss needs and opportunities;
 - 1.1.3 Routinely discuss findings from data collection and dialogue with business and civic leaders to understand health and human services needs in relation to their knowledge of community conditions.
- 1.2 These communication methods or similar ones shall be maintained on an on-going basis.
- 1.3 Additionally, Provider staff shall participate in a variety of organizations to facilitate the transfer of knowledge and build understanding of trends, best practices and opportunities in health and human services.
- 1.4 Provider shall coordinate with partners for services, planning, and collaboration in the respective areas cradle to career.

2. Ensure funds are used effectively and specifically for the intended low and moderate income populations.

- 2.1 Each spring, the Provider's board and staff shall recruit volunteers from among donors, campaign volunteers, corporate and community leaders to determine how the City of Flagstaff funds should be disbursed. Teams of volunteers headed by a member of the Provider's board review applications and conduct site visits. Each applicant is expected to document how its services impact the lives of the people who participate in its programs.
- 2.2 These volunteers have an interest in community social services, have an ability to read and interpret program/services information and are willing to commit the time necessary to do the best job possible. Volunteers are required to become knowledgeable regarding Provider's community investment process by attending a training session, become knowledgeable regarding agencies assigned to them, and specifics of programs for which funds are requested (each volunteer is asked to review five proposals' narratives and fiscal reports as well as complete a rating

sheet), attend all meetings of their assigned team, recommend funding levels to Provider's board and ensure that community investment decisions are based on information provided within submitted proposals and site visits.

- 2.3 Volunteers shall evaluate the written proposal on key areas: Alignment with funding priorities (funding priorities are set by the Board based on community assessments), ability to display quantitative and qualitative outcomes that address how community conditions or individual clients conditions have changed in the current year due to program(s)/service(s) delivered, goals and outcome objectives, budget narrative, logic model and inclusion of all required materials. Provider's staff shall audit applications to ensure compliance and volunteers shall be asked to bring their own experiences to the review process. A CPA or a person with expertise in fiscal management shall review fiscal components of the application. Review teams shall then recommend allocation amounts for each applicant to the Provider's Board of Directors
- 2.4 Final allocation decisions shall be made by the Provider's Board of Directors. The Board shall take into consideration the committee recommendations. The parties shall endeavor to include a senior member of the City of Flagstaff staff in a position on the Board of Directors.
- 2.5 Provider shall work in collaboration with service providers, local government, health and education leaders that have successfully established or supported new programs or addressed system-wide responses to specific population needs. Provider shall lead an effort to better understand the needs and impact of this population, as well as potential models utilized in other communities, to address chronic alcoholism.
- 2.6 Provider shall work from an asset or strength-based model, meaning the Provider believes in working from strengths and that rarely can a single entity solve problems. To this end, as gaps in service become evident, Provider shall work with its partners, Community Initiative Councils, businesses and civic leaders to identify existing resources to meet needs. Provider, in collaboration with The Financial Stability Partnership (FSP), shall identify services for newly un-employed, people who have never had to access help before as an emerging need. Provider shall create resource lists and develop distribution methods. Provider shall provide the resource list to human resource personnel for the City of Flagstaff and other alliance members to ensure that employees targeted for lay-offs or furloughs received information about available social services.

3. Use City funds to leverage additional resources to provide enhanced and substantially similar benefit.

3.1 Three levels of review shall occur for each entity that is funded as follows:

3.1.1 compliance with non-profit organizational and fiscal requirements (990 tax filing, annual audit, non-profit status)

3.1.2 site visits by community review teams to see the program operations and meet the executive level staff and key board members

3.1.3 programmatic reports documenting services provided

3.2 Each organization shall provide the following:

3.2.1 A single Application Cover Sheet, Amount(s) Requested Form, Budget Narrative, Patriot Act Compliance Form, Certification of Non-Discrimination Form, Audit, and 990 Tax Return are required for funding source:

3.2.1.1 Application Cover Sheet: Please utilize provided Application Cover Sheet. Signatures and printed names of Board President and Executive Director/CEO are required.

3.2.1.2 Amount(s) Requested Form: Indicate amount for City of Flagstaff Funds being requested.

3.2.1.2.1 Computation of Administrative/Fund Raising Expenses.

3.2.1.3 Budget Narrative: The purpose of a budget narrative is to provide more clarity and detail on various budget line items for which funds are being requested. The budget narrative should explain criteria used to compute budget figures. Tie budget narrative with projected outcomes within Logic Models. Complete Budget Narrative For Amount(s) Requested Form.

3.2.1.4 USA Patriot Act Annual Compliance Form

3.2.1.5 Certification of Non-Discrimination in Services and Employment Form

3.2.1.6 Audit: Most recent independent certified public accountant's *Audit Report* for agency with Auditor's management letter. Auditor's Recommendations to Board of Directors. *(If Management Letter was not issued, a letter from the Auditor stating no Management Letter was issued MUST BE SUBMITTED).*

3.2.1.6.1 GAAP and GAAS: The Agency listed in this application accounts for its funds in accordance with generally accepted accounting principles (GAAP) and was audited in accordance with generally accepted auditing

standards (GAAS) by an independent certified public accountant in the immediately preceding year.

- 3.2.1.6.2 OMB 133 Audit: (Single Audit Act) \$500,000 or more expenditures of Federal funds. Fiscal and program compliance tested. More testing required. Opinion letter addresses Internal Controls. Management Letter provides suggestions.
- 3.2.1.6.3 Regular Audit: Review of fiscal documentation and records. No Opinion Letter on Internal Controls. Management Letter with suggestions is written. Required based on partner's budget/revenues of \$100,000 and above.
- 3.2.1.6.4 Reviewed Financial Statement: Tests numbers and ratios. Required based on partner's budget/revenues of \$25,000 - \$100,000.
- 3.2.1.6.5 Compilation: Pulls fiscal records and converts into Generally Accepted Accounting Procedures (GAAP) with disclosures/notes. Required based on partner's budget/revenues below \$25,000.
- 3.2.1.6.6 IRS 990 Tax Return: Must be from the same calendar year/fiscal year as audit (organizations which are not required to submit a Form 990 must complete the first two pages of a 990 for UWNA), accounting method must be accrual; including signatures in the box marked "Signature of Officer." The preparer's signature alone is not sufficient. Dates of the Form 990 must match dates of annual audit and both cannot be older than 18 months.
- 3.2.1.6.7 New applicants to Successful Provider: If this is the first year an agency is applying for any funds through, the following are required:
 - 3.2.1.6.7.1 Copy of most recent IRS determination letter (501c3).
 - 3.2.1.6.7.2 Current Year's Budget (the year agency is currently in) for entire agency as approved by agency's Board of Directors.
 - 3.2.1.6.7.3 A list of agency's Board of Directors and Advisory Board (if agency is an affiliate of a statewide organization) with the following required information:

- 3.2.1.6.7.3.1 Mailing addresses and telephone numbers for each member. Just the agency's address and phone number are unacceptable.
 - 3.2.1.6.7.3.2 Indicate offices currently held by each member.
 - 3.2.1.6.7.3.3 Terms of office – beginning and ending dates (month, day, and year). If your agency does not have term limits, attach a copy of Bylaws stating this fact.
 - 3.2.1.6.7.3.4 A list of dates of Board of Directors meetings held within the past 12 months. Indicate meetings at which a quorum was present.
 - 3.2.1.6.7.3.5 Provide times and locations with an exact address of each Board meeting.
- 3.3 Each spring the Provider shall release a request for proposal for City of Flagstaff funding. All Community Health and Human Service agencies serving Flagstaff residents shall be invited to participate through public notification in the Arizona Daily Sun. Provider partners shall be invited to participate through their annual provider application for funds. Previous year's applicants shall be notified via email and Provider staff shall be available via phone/email for questions and concerns. Provider shall require that each applicant provide a logic model explaining how City of Flagstaff funding was utilized by the agency in the previous calendar year. Provider shall ask for quantitative and qualitative outcomes that address how the agency is changing community conditions including: locations/ neighborhoods served, demographics of those served (local residents or transient populations), and how has this service changed community conditions.
- 3.4 Provider shall also require that each applicant provide goals and objectives for the current calendar year. This component shall include broad statements of intent (goals) with measurable, time-specific outcomes (objectives) that directly link with identified problem/needs addressed through City of Flagstaff funds. Goals shall be general statements of long-range benefits that reflect what changes are desired within a targeted population or community area. Outcome objectives shall be specific, quantified statements of expected outcomes of the service. These performance measures shall describe events that can be realistically achieved with available resources.
- 3.5 And finally, Provider shall require that each applicant complete a logic model for the current year in which they are requesting funding. The logic model shall describe how the proposed service(s)/program is/are compatible with funding priorities. Program goals shall describe any changes in condition, knowledge, attitude or skill as a result of the proposed service. Project/service measurement tools and

evaluative methods shall accurately track stated outcome objectives. Logic models shall display: Needs, Process, Outcome, Service Area (Education, Income and Health), Evaluation, and requested Budget to accomplish stated Outcome.

3.6 Provider shall provide training to applicants. Each year Provider shall assess the most important topics by evaluating where Provider weaknesses in previous year's applications or a significant change in non-profit management standards. All training provided shall include: Outcome measurement, logic models, Sarbanes Oxley for non-profits, and the new 990.

3.7 Award Program

3.7.1 Provider shall send application materials to service providers who received funds from the last City allocation cycle, as well as, any other qualified interested service providers.

3.7.2 Provider shall appoint a review committee composed of Flagstaff area residents and one (1) member appointed by the City which will review funding requests programmatically, financially and administratively, taking into account Community Health and Human Service needs, availability of similar services from other sources.

3.7.3 Provider shall provide written notification to the City of recommended allocations approved by the Provider's Board of Directors.

3.7.4 Provider shall be responsible for notifying organizations of reporting requirements and payment schedules.

3.7.5 Provider shall disburse all approved allocations and otherwise administer all funds covered by this Agreement, while monitoring funded programs and finances, and shall submit an annual report to the City on the status of these programs.

3.7.6 The City shall appoint one (1) professional staff member to serve as a staff liaison to the Provider's Allocation Committee.

4. Ensure sufficient data collection and reporting is available to document the community benefits and both agency and client eligibility. Provide an annual report to the City including process, methodology, leverage and benefits provided.

4.1 City funds:

4.1.1 Shall be directly matched by other funders (private, state and federal) to bring services to Flagstaff residents.

4.1.2 Shall be directly matched with in-kind contributions of volunteers, facilities and other goods and services.

4.1.3 Shall be combined with Provider funds to have a greater impact.

4.1.4 Shall be combined with Coconino County funds to have greater impact.

- 4.1.5 Shall support a strong Provider, thus bringing Flagstaff the added value of an organization dedicated to improving lives, mobilizing communities and improving community conditions.
- 4.2 Provider shall continue to seek opportunities to maximize the impact of City funds by working with partners who can attract multiple funding sources and have the capability to expand the number and quality of services by using volunteers and in-kind resources to stretch funding.
- 4.3 Provider shall conduct an annual audit that documents the total dollars raised, sources of funds and amount used for administration. These audited figures shall be reported to the community by the Provider in its annual report. Additionally, Provider shall have fiduciary reporting oversight and responsibility, where the audited financials, tax returns, volunteer hours tracked by provider, leveraged dollars, and community initiative outcomes are reviewed to aid in maintaining high level of transparency and accountability.
- 4.4 Annually, Provider shall provide a report to the City Council on the use of the Social Services funds. Leveraged dollars and resources shall be reported to the Council at the same time.
- 4.5 On an annual basis each organization that receives funding shall provide:
 - 4.5.1 Quantitative and qualitative outcomes that address how the agency is changing community conditions or individual lives including: locations/neighborhoods served, type of services provided, number of people served, demographics of those served (local residents or transient populations), and how has this service changed community conditions.
 - 4.5.2 Provider shall compile these individual agency reports into a summary report for the City Council. Annually, Provider shall provide a report to the City Council on the use of the Social Services funds. Leveraged dollars and resources shall be reported to the Council at the same time. Additionally, there are currently four City of Flagstaff employees and the Mayor of Flagstaff on the Provider's Board of Directors; these individuals shall be kept abreast of leveraging activities on an on-going basis.
 - 4.5.3 Provider shall adhere to a document retention policy in accordance with Sarbanes Oxley recommendations for non-profit organizations. All documents associated with this contract shall be maintained in accordance with the document retention policy which assures that the City of Flagstaff would have access to any requested materials for a multi-year period.

II. FEE SCHEDULE

1. Compensation

1.1	Direct Services	\$275,358
	Administrative Fee	\$48,592
	Total Payment FY 2025	\$323,950
1.2	Direct Services	\$283,688
	Administrative Fee	\$50,062
	Total Payment FY 2026	\$333,750

2. Disbursement of Funds

- 2.1 The City shall disburse to Provider its annual allocation award in two equal installments no later than July 15, and December 15 of each year, and Provider shall bill the City as needed for the administrative fee.
- 2.2 The City shall disburse to Provider any allocation awards arising one-time or as requested that are not originally included in its annual allocation award. Additional requested allocations by the City shall be disbursed to the Provider within 30 days of receiving the Provider's invoice. If additional allocation is not one-time, the allocation shall be included in the following Fiscal Year allocations.
- 2.3 Provider shall charge no more than fifteen percent (15%) of the total funds available for allocation as an administrative fee for the monitoring and administration of this program. Provider may earn interest on the total disbursement amount, which shall be credited against amounts owed by the City to Provider for its administrative fee. Provider shall include in its annual report to the City the actual administrative costs incurred by them and all interest earned on the total disbursement amount.
- 2.4 Provider shall assume total fiscal responsibility for all of the funds made available for allocation by the City under this program.

3. Criteria and Procedures

- 3.1 In order to be eligible for City funds under this program, each service provider shall be a non-taxing entity located within the jurisdictional boundaries of the City of Flagstaff and shall provide direct Community Health and Human Services to primarily low and moderate income residents of Flagstaff and the contiguous Coconino County area, and to travelers to Flagstaff who are in need of emergency service assistance.
- 3.2 Each service provider shall be legally qualified as a non-profit corporation under the law. Each service provider shall obtain a ruling from the United States Treasury Department that it is not a private foundation and that it is exempt from payment of income tax, and that gifts to it are deductible for income tax purposes. A copy of such ruling shall be submitted to the Provider and/or the City.
- 3.3 Each service provider shall have clear purposes and functions which designate it as a voluntary health and human service organization.

- 3.4 Each service provider shall maintain a board of directors or governing body that consists of volunteers, who make policy decisions, represents diversity of our community; and meets at least quarterly. Members of the volunteer governance structure should not receive financial compensation from the agency they oversee. This requirement precludes an agency's executive director and professional staff from serving on its board of directors.
- 3.5 If the service provider operates under religious auspices, it shall clearly separate its budget and financial reporting for support of City-funded programs from its religious programs.
- 3.6 Each service provider shall maintain full fiduciary responsibility for the Agency, including, but not limited to, managing the organization in full compliance with all Generally Accepted Accounting Principles, and conducting an annual audit. Organizations with an annual budget of less than \$100,000 may request a waiver from Provider for the annual audit requirement. Appropriate documentation shall be required if such a waiver is granted.
- 3.7 Any service provider that employs staff shall demonstrate that overhead expenses are held to a minimum and that all possible use is made of volunteer personnel.
- 3.8 Funding provided by the City may be limited to expenses related directly to service provision, and may exclude funding of capital expenses, debt services, fund raising costs, or building of reserves.
- 3.9 Each service provider shall use City-provided funds only for the provision of services for which such funds are allocated by Provider.
- 3.10 Each service provider shall provide prompt written notification to Provider of any programmatic, fiscal, staff or board issues that may have an impact on the agency operations.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Heidi Derryberry, Assistant Finance Director
Date: 06/11/2025
Meeting Date: 06/17/2025



TITLE:

Public Hearing: Fiscal Year 2025-26 Budget and Property Tax Levy

STAFF RECOMMENDED ACTION:

1. Hold the public hearing to receive citizen input
2. Convene Special Meeting

Executive Summary:

This public hearing is being held to comply with Arizona State Statutes. Arizona Revised Statutes require a public hearing on the proposed final budget and property tax levy, A.R.S. Section 42-17104.

Financial Impact:

Upon adopting the final Fiscal Year (FY) 2025-26 Budget, the City may commit and spend funds for community needs as described in the budget. The budget is funded through numerous revenue sources, including property tax.

The City is proposing a flat primary property tax levy of \$7,230,680 on existing properties (levy from prior year), plus an increased levy of \$33,728 on new construction, for a total primary property tax levy in FY 2025-26 of \$7,264,408. The primary property tax rate to support this levy is 0.6045 per \$100 of assessed valuation (lower than the prior fiscal year). The proposed levy is less than the maximum allowable primary property tax levy allowed for FY 2025-26, which is \$8,181,322.

The City is proposing a secondary property tax levy of \$9,569,140 on existing properties, plus a levy of \$44,635 on new construction, for a total secondary property tax levy in FY 2025-26 of \$9,613,775. The proposed secondary property tax rate is 0.8000 per \$100 of net assessed valuation (same as the prior fiscal year).

Policy Impact:

The FY 2025-26 Budget is the financial plan of the City for the upcoming fiscal year.

Previous Council Decision or Community Discussion:

- January Council Retreat on January 30, 2025, and January 31, 2025
- February Budget Retreat on February 13, 2025, and February 14, 2025
- March Capital Improvement Budget Retreat on March 27, 2025
- Council Budget Work Session on April 24, 2025, and April 25, 2025
- Tentative Budget Adoption on June 3, 2025

Options and Alternatives to Recommended Action:

1. Conduct the public hearing; or,
2. Delay the public hearing

Background and History:

Budget adoption:

The adoption of the tentative budget set forth into motion a legally mandated time sequence of actions of which the Council must adhere to adopt a final budget and to levy property taxes. If this time sequence is not met as required by statute, the tentative budget adoption, the final budget adoption, the property tax levy actions, and related publications must be started over. The final budget adoption must occur after a public hearing and Council must convene a Special Meeting to adopt the final budget. The budget must be adopted by the third week of July. The County must adopt the property tax levy by the first week of August.

The key dates in this year's process are presented below:

- June 3, 2025: Tentative adoption of the budget by Council
- June 17, 2025: Proposed budget and property tax levy public hearing
- June 17, 2025: Final budget adoption (In a special meeting)
- June 17, 2025: First reading property tax ordinance
- July 1, 2025: Final reading and adoption of the property tax ordinance

The tentative adoption established the maximum appropriation for the City for the FY 2025-26 budget year. The budget legal schedules were published in the Arizona Daily Sun on June 5, 2025, and June 12, 2025. The final budget adoption allows the City to commit and expend resources as determined to be needed through the FY 2025-26 budget process. There have been no changes to the final budget recommended for adoption from that presented as the tentative budget. The recommended City of Flagstaff appropriation for FY 2025-26 is \$522,729,426.

Property tax levy:

Primary property taxes are accumulated in the General Fund and pay for general services, which include, but are not limited to, public safety, parks and recreation, other public work services, and general administrative and management functions within the City.

Secondary property taxes support debt service payments on numerous city capital projects, including the Aquaplex, fire stations, open space, street/utility projects, forest restoration, the core service facility, courthouse, infrastructure and housing projects.

The City has proposed a flat primary property tax levy in FY 2025-26 of \$7,264,408. The maximum allowable primary property revenue under state law for FY 2025-26 is \$8,181,322. The primary property tax rate will decrease from a rate of 0.6363 in FY 2024-25 to a rate of 0.6045 in FY 2025-26 due to the total valuation of all existing properties, which is increasing by 5.3%. Five years of historical data are shown below:

Property Tax Rates	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2024-26 Proposed
Primary	0.7186	0.6954	0.6634	0.6363	0.6045
Secondary	0.8000	0.8000	0.8000	0.8000	0.8000
Total	1.5186	1.4954	1.4634	1.4363	1.4045

Truth in Taxation legislation:

Every year, the Truth in Taxation legislation requires that the County Assessor, on or before February 10, must transmit to each city and town an estimate of the total net assessed valuation of the city, including new property added to the tax roll. If the proposed primary tax levy amount, excluding amounts attributable to new construction, is greater than the levy amount in the previous year, the City must go through the Truth in Taxation procedures. It is important to note that it is the levy amount and not the rate which triggers the Truth in Taxation procedure. The City of Flagstaff has not triggered the Truth in Taxation notification and hearing for FY 2025-26 and no additional notifications are required.

Connection to PBB Priorities and Objectives:

The budget process has allowed for public participation which is vital for the City Council in determining the current year goals and objectives. The budget translates Key Community Goals and Objectives into a fiscal plan.

Connection to Regional Plan:

None.

Connection to Carbon Neutrality Plan:

The adoption of the Annual Budget and Financial Plan supports the Carbon Neutrality Plan by allocating financial resources the CNP goals.

Connection to 10-Year Housing Plan:

The adoption of the Annual Budget and Financial Plan supports the 10 Year Housing Plan by allocating financial resources to the plan's strategies.

Attachments: [FY 2025-26 Final Budget Presentation](#)

City of Flagstaff FY 2025-26 Budget and Property Taxes



June 17, 2025



Budget Timeline

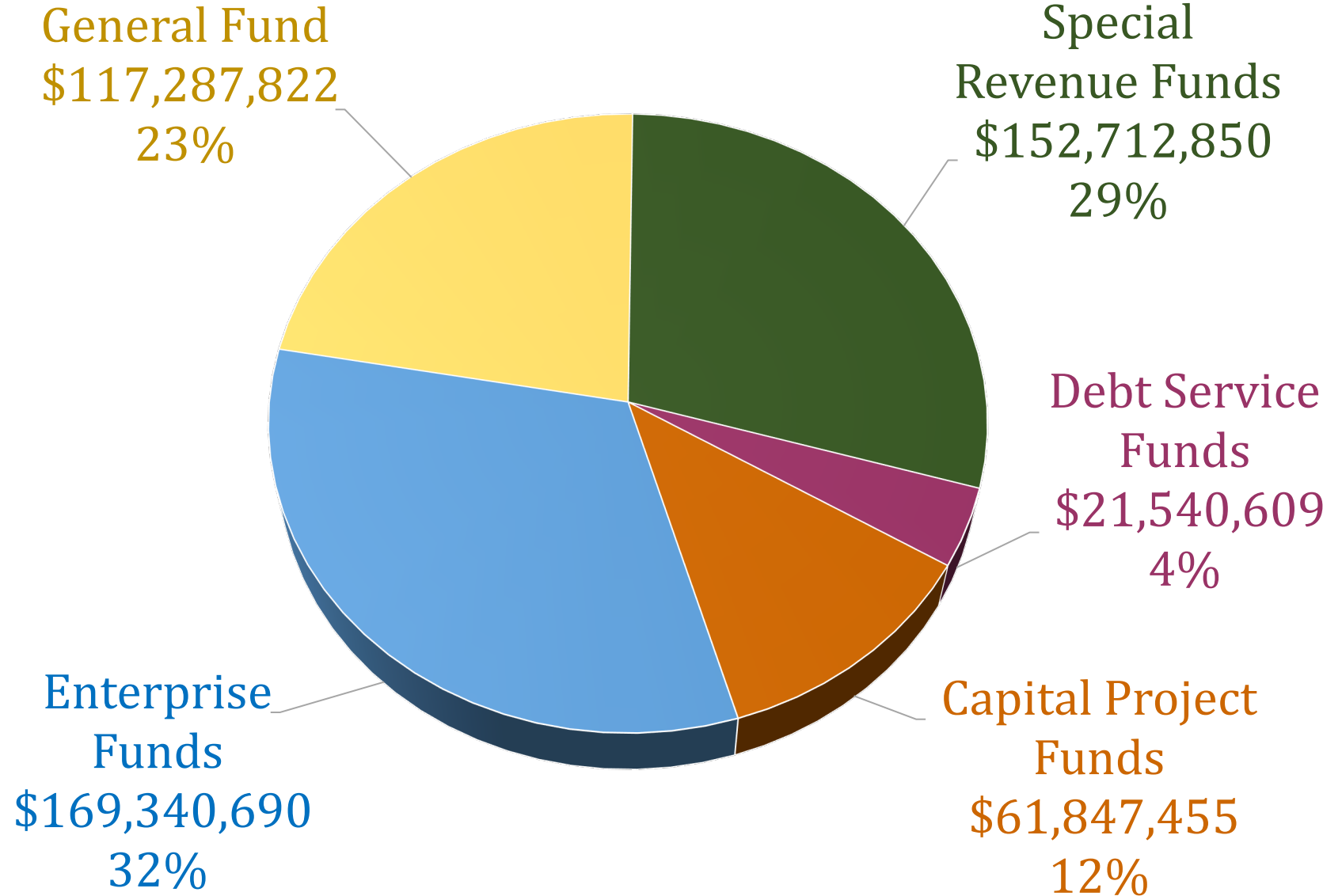
- ✓ **June 3rd – Tentative Budget Adoption**
- **June 17th**
 - Public Hearing for Budget and Tax Levy
 - Final Budget Adoption
 - 1st Reading of Property Tax Ordinance
- **July 1st**
 - 2nd Reading and Adoption of Property Tax Ordinance



Legal Schedule A

**Total
FY 2025-26
Budget:
\$522,729,426**

**\$56.7M (10%) decrease
over FY 2024-25**





Proposed Property Tax

Total Proposed Primary Tax Levy: \$7,264,408

- New construction revenue totals \$35,501
- Assessed values increased 5.26% on average
- Proposed tax rate of 0.6045 per \$100/AV
- Rate decrease from 0.6363 in the prior year
- Adopting \$916,914 below maximum allowed
- Unrestricted revenue per state statutes

Total Proposed Secondary Tax Levy: \$9,613,775

- Proposed tax rate of \$0.8000 per \$100/AV, same as prior year
- 5.7% levy increase
- Cannot exceed the estimated general obligation debt service payments for FY 2025-26



Property Tax Rate History

Property Tax	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 Proposed
Primary	0.7186	0.6954	0.6634	0.6363	0.6045
Secondary	0.8000	0.8000	0.8000	0.8000	0.8000
Total	1.5186	1.4954	1.4634	1.4363	1.4045

- **Primary Property Tax Rate (FY 2025-26)**
 - Proposed: 0.6045 per \$100/AV
 - Flat Levy: 0.6045 per \$100/AV
 - Maximum: 0.6808 per \$100/AV



Property Assessed Values

	Budget FY 2024-25 (Tax Year 2024)	Budget FY 2025-26 (Tax Year 2025)	% Increase
Limited Net AV	\$ 1,136,394,237	\$ 1,201,721,829	5.8%
Full Cash Net AV	\$ 1,834,376,367	\$ 1,877,253,380	2.3%

- Determined by the County Assessor's Office
- New construction .5%, \$5.6M assessed value
- Values based on valuation done in late 2023 for Tax Year 2025
- Limited assessed value is used to calculate both the primary and secondary property tax per State Statutes
- Limited assessed value is limited to maximum 5% increase per year for most real property



City Property Tax Impact

Residential Example:

	\$100,000 Property in 2024		\$100,000 Property in 2025	
City Taxing Authority	Rate	Taxes	Rate	Taxes
Primary Property Tax	0.6363	\$ 63.63	0.6045	\$ 60.45
Secondary Property Tax	0.8000	\$ 80.00	0.8000	\$ 80.00
Total: City Taxing Authority	1.4363	\$ 143.63	1.4045	\$ 140.45
			Change	\$ (3.18)

In FY 2024-25, City property taxes were approximately 20% of the total residential property tax bill



City Property Tax Impact

Commercial Example:

	\$1,000,000 Property in 2024		\$1,000,000 Property in 2025	
City Taxing Authority	Rate	Taxes	Rate	Taxes
Primary Property Tax	0.6363	\$ 1,113.53	0.6045	\$ 1,057.88
Secondary Property Tax	0.8000	\$ 1,400.00	0.8000	\$ 1,400.00
Total: City Taxing Authority	1.4363	\$ 2,513.53	1.4045	\$ 2,457.88
			Change	\$ (55.65)

*Estimated assessment ratio of 17.5%

Questions

Heidi Derryberry, Budget Director

hderryberry@flagstaffaz.gov

928-213-2215



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Heidi Derryberry, Assistant Finance Director
Date: 06/11/2025
Meeting Date: 06/17/2025



TITLE:

Consideration and Adoption of Resolution No. 2025-35: A resolution of the Flagstaff City Council, adopting the Budget for the City of Flagstaff for Fiscal Year 2025-26.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-35 by title only
2. City Clerk reads Resolution No. 2025-35 by title only (if approved above)
3. Adopt Resolution No. 2025-35
4. Reconvene Regular Meeting

Executive Summary:

Each municipality is required to adopt a budget as prescribed by A.R.S. Title 42, Chapter 17, Articles 1 through 5. As published in the tentative adoption of the budget, the final budget is to be adopted on June 17, 2025, (during a Special Meeting), and following a public hearing to receive citizen comments.

Financial Impact:

The final budget adoption allows the City to commit and spend funds for community needs as described in the Fiscal Year (FY) 2025-26 Budget. This will set the maximum allowable expenditures for FY 2025-26.

Policy Impact:

The FY 2025-26 budget is the financial plan of the City for the upcoming fiscal year.

Previous Council Decision or Community Discussion:

- January Council Retreat on January 30, 2025, and January 31, 2025
- February Budget Retreat on February 13, 2025, and February 14, 2025
- March Capital Improvement Budget Retreat on March 27, 2025
- Council Budget Retreat on April 24, 2025, and April 25, 2025
- Tentative Budget Adoption on June 3, 2025

Options and Alternatives to Recommended Action:

- Approve the budget as presented: As the City adopted the tentative budget on June 3, 2025, the maximum appropriation for FY 2025-26 has been set.
- Amend and approve the budget: The Council could choose to make adjustments within that maximum appropriation or make reductions in the maximum appropriation.

Background and History:

RESOLUTION NO. 2025-35

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA
ADOPTING THE BUDGET FOR THE CITY OF FLAGSTAFF FOR FISCAL YEAR
2025-26**

RECITALS:

WHEREAS, in accordance with the provisions of A.R.S. Title 42, Chapter 17, Articles 1 - 5, the City Council did, on June 3, 2025, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Flagstaff; and

WHEREAS, in accordance with said sections of said Title, and following due public notice, the Council met on June 3, 2025, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on June 17, 2025, in the City Council Chambers at City Hall for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in A.R.S. 42-17051 (A).

ENACTMENTS:

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

SECTION 1. In General.

That said estimates of revenues and expenditures shown on the accompanying schedules as now increased, reduced, or changed, are hereby adopted as the budget of the City of Flagstaff for Fiscal Year 2025-26.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of June, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

- Schedule A – Summary schedule of Estimated Revenues and Expenditures/Expenses
- Schedule B – Tax Levy and Tax Rate Information
- Schedule C – Revenues Other Than Property Taxes
- Schedule D – Other Financing Sources/(Uses) and Interfund Transfers
- Schedule E – Expenditures/Expenses by Fund
- Schedule F – Expenditures/Expenses by Division (as applicable)
- Schedule G – Full-Time Employees and Personnel Compensation

Official Budget Forms
City of Flagstaff
Fiscal Year 2025-26

City of Flagstaff
Table of Contents
Fiscal Year 2025-26

Resolution for the Adoption of the Budget

Schedule A - Summary Schedule of Estimated Revenues and Expenditures/Expenses

Schedule B - Tax Levy and Tax Rate Information

Schedule C - Revenues Other Than Property Taxes

Schedule D - Other Financing Sources/(Uses) and Interfund Transfers

Schedule E - Expenditures/Expenses by Fund

Schedule F - Expenditures/Expenses by Division

Schedule G - Full-Time Employees and Personnel Compensation

City of Flagstaff
 Summary Schedule of Estimated Revenues and Expenditures/Expenses
 Fiscal Year 2025-26

The final opportunity for public input on the City of Flagstaff Fiscal Year 2025-26 budget will occur on June 17, 2025 at the 3:00 PM City Council meeting
 The budget may be reviewed at the City of Flagstaff in the City Clerks Office, 211 West Aspen Avenue, Flagstaff, AZ 86001
 or the official website "flagstaff.az.gov" or by request

Fiscal Year	S c h	Funds								
		General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Permanent Fund	Enterprise Funds	Internal Service Funds	Total All Funds	
2025	Adopted/ Adjusted Budgeted Expenditures/Expenses*	E	113,568,260	172,842,029	19,790,763	66,417,956	0	206,813,764	0	579,432,772
2025	Actual Expenditures/ Expenses**	E	89,862,780	87,001,869	24,175,816	14,675,654	0	105,086,356	0	320,802,475
2026	Beginning Fund Balance/(Deficit) or Net Position/(Deficit) at July 1***		83,283,726	125,092,147	24,826,381	29,118,990	470,064	89,751,374	0	352,542,682
2026	Primary Property Tax Levy	B	7,264,408	0	0	0	0	0	0	7,264,408
2026	Secondary Property Tax Levy	B	0	0	9,613,775	0	0	0	0	9,613,775
2026	Estimated Revenues Other than Property Taxes	C	83,739,173	90,749,928	249,000	13,683,215	22,559	105,375,189	0	293,819,064
2026	Other Financing Sources	D	0	5,000,000	0	17,079,140	0	20,100,000	0	42,179,140
2026	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2026	Interfund Transfers In	D	3,424,055	4,872,313	17,540,609	6,155,749	0	10,463,356	0	42,456,082
2026	Interfund Transfers (Out)	D	23,656,050	6,125,256	8,833,470	0	0	3,841,306	0	42,456,082
2026	Line 11: Reduction for Fund Balance Reserved for Future Budget Year Expenditures									
Less:	Maintained for Future Debt Retirement									0
	Maintained for Future Capital Projects									0
	Maintained for Future Financial Stability									0
	Maintained for Future Retirement Contributions									0
2026	Total Financial Resources Available		154,055,312	219,589,132	43,396,295	66,037,094	492,623	221,848,613	0	705,419,069
2026	Budgeted Expenditures/Expenses	E	116,902,298	152,693,236	21,540,609	61,847,455	0	169,747,161	0	522,730,759

Expenditure Limitation Comparison

1. Budgeted Expenditures/Expenses
2. Add/Subtract: Estimated Net Reconciling Items
3. Budgeted Expenditures/Expenses Adjusted for Reconciling Items
4. Less: Estimated Exclusions
5. Amount Subject to the Expenditure Limitation
6. EEC Expenditure Limitation

	2025	2026
1. Budgeted Expenditures/Expenses	\$ 579,432,772	\$ 522,730,759
2. Add/Subtract: Estimated Net Reconciling Items	0	0
3. Budgeted Expenditures/Expenses Adjusted for Reconciling Items	579,432,772	522,730,759
4. Less: Estimated Exclusions	337,738,251	274,123,667
5. Amount Subject to the Expenditure Limitation	\$ 241,694,521	\$ 248,607,092
6. EEC Expenditure Limitation	\$ 242,261,037	\$ 248,767,277

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Flagstaff
Tax Levy and Tax Rate Information
Fiscal Year 2025-26

	2024-25	2025-26
1. Maximum Allowable Primary Property Tax Levy [ARS 42-17051.A]	\$ 7,983,169	\$ 8,181,322
2. Amount Received from Primary Property Taxation in FY 2024-25 in Excess of the Sum of that Year's Maximum Allowable Primary Property Tax Levy [ARS 42-17102.A.18]	\$ -	
3. Property Tax Levy Amounts		
A. Primary Property Taxes	\$ 7,230,876	\$ 7,264,408
B. Secondary Property Taxes	9,091,154	9,613,775
C. Total Property Tax Levy Amount	\$ 16,322,030	\$ 16,878,183
4. Property Taxes Collected *		
A. Primary Property Taxes		
(1) FY 2024-25 Levy	\$ 7,130,876	
(2) Prior Years' Levies	100,000	
(3) Total Primary Property Taxes	\$ 7,230,876	
B. Secondary Property Taxes		
(1) FY 2024-25 Levy	\$ 9,091,154	
(2) Total Secondary Property Taxes	\$ 9,091,154	
C. Total Property Taxes Collected	\$ 16,322,030	
5. Property Tax Rates		
A. City of Flagstaff Tax Rate		
(1) Primary Property Tax Rate	0.6363	0.6045
(2) Secondary Property Tax Rate	0.8000	0.8000
(3) Total City of Flagstaff Tax Rate	1.4363	1.4045

B. Special Assessment District Tax Rates

As of the date of the proposed budget, the City has no special assessment district for which secondary property taxes are levied.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City of Flagstaff
Revenues Other Than Property Taxes
Fiscal Year 2025-26

Source of Revenues	Actual Revenues 2023-24	Estimated Revenues 2024-25	Actual Revenues* 2024-25	Estimated Revenues 2025-26
General Fund				
Local Taxes				
City Sales Tax	\$ 30,513,446	30,947,900	31,075,500	31,772,700
Franchise Tax	2,610,212	2,472,500	2,626,000	2,661,500
Excise Tax	592,422	550,800	600,000	618,000
Licenses and Permits				
Business Licenses	30,028	30,000	30,000	30,000
Building Permits	3,028,243	1,862,000	2,540,000	2,000,000
Other Licenses and Permits	1,206,856	1,238,395	2,043,081	1,237,880
Intergovernmental				
State Income Tax Sharing	20,114,712	15,996,000	16,292,000	15,062,100
State Shared Sales Tax	11,447,923	11,628,000	11,600,000	11,855,200
Auto Lieu Tax	4,414,392	4,343,000	4,630,000	4,722,600
Federal Grants	1,283,568	2,617,617	2,515,421	1,789,578
State/Local Grants	2,743,522	2,166,756	1,728,490	3,344,300
Local Intergovernmental Agreements	1,816,073	1,316,218	1,329,218	1,233,894
Charges for Services				
Community Development	899,919	745,000	1,195,000	745,000
Parks and Recreation	1,250,606	1,622,870	1,325,916	1,322,350
Public Safety	656,990	730,511	932,290	690,505
Cemetery/General Government	253,636	189,631	235,581	200,571
Fines and Forfeitures	776,922	821,973	770,503	775,562
Rents	1,271,182	1,655,709	1,378,688	1,378,988
Investment Earnings	3,304,965	1,013,489	2,886,543	1,530,995
Miscellaneous	857,099	761,512	670,044	767,450
Total General Fund	89,072,716	82,709,881	86,404,275	83,739,173
Special Revenue Funds				
Housing and Community Services Fund				
Intergovernmental				
Federal Grants	320,737	1,704,946	1,605,036	1,109,806
State Grants	-	780,000	780,000	-
Investment Earnings	97,505	28,914	70,127	78,106
Miscellaneous	250,437	-	213,256	-
Total Housing and Comm Svcs Fund	668,679	2,513,860	2,668,419	1,187,912
COVID Relief Fund				
Intergovernmental				
Federal Grants	929,595	2,091,210	1,461,465	304,956
Total COVID Relief Fund	929,595	2,091,210	1,461,465	304,956

City of Flagstaff
Revenues Other Than Property Taxes
Fiscal Year 2025-26

Source of Revenues	Actual Revenues 2023-24	Estimated Revenues 2024-25	Actual Revenues* 2024-25	Estimated Revenues 2025-26
Library Fund				
Intergovernmental				
Federal Grants	\$ 7,056	-	-	-
State/Local Grants	34,863	50,000	50,000	25,000
Library District Taxes	4,522,848	4,484,037	4,811,285	5,076,467
Miscellaneous	100,041	26,843	26,843	26,843
Investment Earnings	193,460	34,299	115,000	62,399
Total Library Fund	<u>4,858,268</u>	<u>4,595,179</u>	<u>5,003,128</u>	<u>5,190,709</u>
Highway User Revenue Fund				
Intergovernmental				
Highway User Tax	10,276,958	10,040,136	10,240,939	10,343,348
State Grants	48,298	-	-	-
Licenses and Permits	118,510	-	235,999	-
Investment Earnings	500,545	197,000	517,677	170,000
Miscellaneous	433,344	-	20,700	-
Total Highway User Revenue Fund	<u>11,377,655</u>	<u>10,237,136</u>	<u>11,015,315</u>	<u>10,513,348</u>
Transportation Fund				
Transportation Tax	37,771,819	37,274,400	37,390,000	44,297,800
Intergovernmental				
Federal Grants	-	1,100,000	1,232,500	7,000,000
State/Local Grants	-	-	77,500	-
Investment Earnings	3,395,768	1,662,000	3,245,473	1,797,000
Miscellaneous	230,011	724,441	1,095,107	-
Total Transportation Fund	<u>41,397,598</u>	<u>40,760,841</u>	<u>43,040,580</u>	<u>53,094,800</u>
Beautification Fund				
BBB Tax	2,495,047	2,498,000	2,499,200	2,557,100
Investment Earnings	430,209	203,000	416,860	288,000
Miscellaneous	1,300	-	-	-
Total Beautification Fund	<u>2,926,556</u>	<u>2,701,000</u>	<u>2,916,060</u>	<u>2,845,100</u>
Economic Development Fund				
BBB Tax	1,186,082	1,186,600	1,187,100	1,214,600
Intergovernmental				
State Grants	5,010	-	-	-
Investment Earnings	47,011	19,809	38,620	19,363
Rents	393,170	412,769	383,979	389,965
Total Economic Development Fund	<u>1,631,273</u>	<u>1,619,178</u>	<u>1,609,699</u>	<u>1,623,928</u>
Tourism Fund				
BBB Tax	3,745,241	3,747,100	3,748,800	3,835,600
Intergovernmental				
Federal Grants	162,878	-	-	-

City of Flagstaff
Revenues Other Than Property Taxes
Fiscal Year 2025-26

Source of Revenues	Actual Revenues 2023-24	Estimated Revenues 2024-25	Actual Revenues* 2024-25	Estimated Revenues 2025-26
Tourism Fund - Continued				
Retail Sales	\$ 185,432	128,369	181,898	183,717
Investment Earnings	139,398	68,489	135,068	70,557
Miscellaneous	19,008	16,511	16,511	16,676
Total Tourism Fund	4,251,957	3,960,469	4,082,277	4,106,550
Arts and Science Fund				
BBB Tax	934,975	936,800	937,200	958,900
Investment Earnings	61,027	28,000	52,912	30,000
Total Arts and Science Fund	996,002	964,800	990,112	988,900
Recreation Fund				
BBB Tax	4,119,231	4,121,800	4,123,700	4,219,200
Intergovernmental				
State Grants	-	350,000	-	-
Investment Earnings	236,666	76,000	249,380	203,000
Miscellaneous	4,000	-	-	-
Total Recreation Fund	4,359,897	4,547,800	4,373,080	4,422,200
Parking District Fund				
Parking	1,236,009	1,268,023	1,268,023	1,840,988
Investment Earnings	95,485	45,500	90,480	67,500
Miscellaneous	7,131	-	-	-
Total Parking District Fund	1,338,625	1,313,523	1,358,503	1,908,488
Water Resource and Infrastructure Protection (WRIP) Fund				
Water Resource Protection Fee	1,221,088	1,263,658	1,263,658	1,276,295
Intergovernmental				
Federal Grants	35,689	2,654,200	220,821	3,149,154
State/Local Grants	4,092	423,000	96,456	94,452
Investment Earnings	63,609	32,139	55,080	43,136
Total WRIP Fund	1,324,478	4,372,997	1,636,015	4,563,037
Total Special Revenue Funds	76,060,583	79,677,993	80,154,653	90,749,928
Debt Service Funds				
GO Bonds Fund				
Investment Earnings	-	-	47,586	-
Total GO Bonds Fund	-	-	47,586	-
Secondary Property Tax Fund				
Investment Earnings	247,237	109,000	109,000	85,000
Total Secondary Property Tax Fund	247,237	109,000	109,000	85,000

City of Flagstaff
Revenues Other Than Property Taxes
Fiscal Year 2025-26

Source of Revenues	Actual Revenues 2023-24	Estimated Revenues 2024-25	Actual Revenues* 2024-25	Estimated Revenues 2025-26
Pension Debt Service Fund				
Investment Earnings	\$ 854,950	156,000	825,549	164,000
Total Pension Debt Service Fund	854,950	156,000	825,549	164,000
Total Debt Service Funds	1,102,187	265,000	982,135	249,000
Permanent Funds				
Perpetual Care Fund				
Contributions	9,670	10,700	10,700	10,807
Investment Earnings	17,200	8,760	19,312	11,752
Total Perpetual Care Fund	26,870	19,460	30,012	22,559
Total Permanent Funds	26,870	19,460	30,012	22,559
Capital Project Funds				
Non GO Bonds Projects Fund				
Real Estate Proceeds	-	2,000,000	-	2,000,000
Intergovernmental				
Federal Grants	336,592	4,688,760	-	3,384,026
State/Local Grants	-	423,304	-	312,757
Investment Earnings	89,904	19,000	63,824	37,000
Miscellaneous	-	1,552,114	-	1,386,774
Total Non GO Bonds Projects Fund	426,496	8,683,178	63,824	7,120,557
GO Bonds Projects Fund				
Intergovernmental				
Federal Grants	76,738	7,727,233	4,465,409	6,562,658
State/Local Grants	-	121,375	36,229	-
Investment Earnings	136,594	-	1,353,073	-
Total GO Bonds Projects Fund	213,332	7,848,608	5,854,711	6,562,658
Total Capital Projects Funds	639,828	16,531,786	5,918,535	13,683,215
Enterprise Funds				
Drinking Water Fund				
Intergovernmental				
Federal Grants	2,425	750,000	-	-
State/Local Grants	8,184,727	12,135,357	7,743,304	-
Water Fees	21,210,459	23,162,980	20,599,879	21,666,278
Investment Earnings	1,165,115	468,288	805,000	584,511
Rents	35,204	5,150	20,000	5,150

City of Flagstaff
Revenues Other Than Property Taxes
Fiscal Year 2025-26

Source of Revenues	Actual Revenues 2023-24	Estimated Revenues 2024-25	Actual Revenues* 2024-25	Estimated Revenues 2025-26
Drinking Water Fund - Continued				
Miscellaneous	\$ 25,976	-	-	-
Total Drinking Water Fund	30,623,906	36,521,775	29,168,183	22,255,939
Wastewater Fund				
Intergovernmental				
Federal Grants	2,270	-	-	-
State/Local Grants	454	-	-	-
Wastewater Fees	13,955,460	13,542,735	14,350,431	15,274,729
Investment Earnings	1,098,894	640,000	1,000,000	802,000
Miscellaneous	66,395	-	-	-
Total Wastewater Fund	15,123,473	14,182,735	15,350,431	16,076,729
Reclaimed Water Fund				
Intergovernmental				
Federal Grants	9	-	-	-
State/Local Grants	2	-	-	-
Reclaimed Water Fees	1,409,252	1,141,919	1,136,320	1,194,116
Investment Earnings	156,904	76,140	150,000	91,965
Total Reclaimed Water Fund	1,566,167	1,218,059	1,286,320	1,286,081
Stormwater Fund				
Intergovernmental				
Federal Grants	546,063	549,383	-	2,700,000
State/Local Grants	9,758,239	7,951,979	1,000,000	-
Stormwater Fees	5,853,947	6,216,135	6,605,395	7,465,378
Investment Earnings	372,614	180,956	287,163	115,567
Contributions	-	-	-	125,000
Miscellaneous	27	650,000	-	-
Total Stormwater Fund	16,530,890	15,548,453	7,892,558	10,405,945
Solid Waste Fund				
Solid Waste	14,685,783	14,630,761	14,639,761	14,859,298
Intergovernmental	1,220,000	-	1,138,705	-
Investment Earnings	1,084,812	439,000	920,400	450,000
Miscellaneous	64,237	9,000	-	-
Total Solid Waste Fund	17,054,832	15,078,761	16,698,866	15,309,298
Sustainability and Environmental Management Fund				
Intergovernmental				
Federal Grants	73,723	17,424,969	6,924,969	4,550,000
State/Local Grants	35,341	347,500	347,500	522,500
Environmental Services	1,306,532	1,324,795	1,392,236	1,507,068
Charges for Services	-	30,000	-	30,000
Investment Earnings	109,722	38,000	86,748	75,000

City of Flagstaff
Revenues Other Than Property Taxes
Fiscal Year 2025-26

Source of Revenues	Actual Revenues 2023-24	Estimated Revenues 2024-25	Actual Revenues* 2024-25	Estimated Revenues 2025-26
Sustainability and Environmental Management Fund - Continued				
Miscellaneous	\$ 457	-	-	-
Total Sustainability and Env Mgmt Fund	1,525,775	19,165,264	8,751,453	6,684,568
Airport Fund				
Intergovernmental				
Federal Grants	9,355,793	18,897,220	3,904,899	9,553,845
State/Local Grants	31,175	6,297,294	31,718	1,863,051
Airport	960,175	1,533,510	1,307,989	1,317,410
Rents	762,893	898,747	762,416	937,249
Parking	509,612	562,610	550,404	561,412
Investment Earnings	51,998	38,000	46,684	62,000
Miscellaneous	55,051	26,000	18,359	1,000
Total Airport Fund	11,726,697	28,253,381	6,622,469	14,295,967
Flagstaff Housing Authority Fund				
Intergovernmental				
Federal Grants	8,068,130	11,184,337	11,184,337	16,290,620
Rents and Other Tenant Income	1,738,960	1,750,000	1,700,000	2,000,000
Miscellaneous	459,655	881,046	881,046	770,042
Total Flagstaff Housing Authority Fund	10,266,745	13,815,383	13,765,383	19,060,662
Total Enterprise Funds	104,418,485	143,783,811	99,535,663	105,375,189
Total Revenues	\$ 271,320,669	322,987,931	273,025,273	293,819,064

* Includes actual revenues recognized on the modified accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Flagstaff
Other Financing Sources/(Uses) and Interfund Transfers
Fiscal Year 2025-26

Fund	Other Financing 2025-26	Interfund Transfers 2025-26	
	Sources	In	(Out)
General Fund	\$ -	3,424,055	23,656,050
Special Revenue Funds			
Housing and Community Services	-	514,000	-
Library	-	2,708,313	24,192
Highway User Revenue	-	505,000	13,000
Transportation	5,000,000	250,000	1,795,864
Beautification	-	-	702,399
Economic Development	-	247,000	82,275
Tourism	-	-	759,194
Recreation	-	-	2,574,189
Water Resource and Infrastructure Protection	-	648,000	174,143
Total Special Revenue Funds	<u>5,000,000</u>	<u>4,872,313</u>	<u>6,125,256</u>
Debt Service Funds			
General Obligation Bonds	-	8,833,470	-
Secondary Property Tax	-	-	8,833,470
Pension Debt Service	-	8,707,139	-
Total Debt Service Funds	<u>-</u>	<u>17,540,609</u>	<u>8,833,470</u>
Capital Project Funds			
Non General Obligation Bond Funded Projects	-	5,695,794	-
General Obligation Bond Funded Projects	17,079,140	459,955	-
Total Capital Projects Funds	<u>17,079,140</u>	<u>6,155,749</u>	<u>-</u>
Enterprise Funds			
Drinking Water	4,100,000	2,375,694	-
Wastewater	-	-	2,086,414
Reclaimed Water	-	-	194,736
Stormwater	16,000,000	4,980,830	1,074,942
Solid Waste	-	126,570	-
Sustainability and Environmental Management	-	1,271,463	224,000
Airport	-	1,708,799	261,214
Total Enterprise Funds	<u>20,100,000</u>	<u>10,463,356</u>	<u>3,841,306</u>
Total All Funds	<u>\$ 42,179,140</u>	<u>42,456,082</u>	<u>42,456,082</u>

City of Flagstaff
Expenditures/Expenses by Fund
Fiscal Year 2025-26

Fund/Division	Actual Expenditures/ Expenses 2023-24	Adopted Budgeted Expenditures/ Expenses 2024-25	Expenditure/ Expense Adjustments Approved 2024-25	Estimated Expenditures/ Expenses* 2024-25	Budgeted Expenditures/ Expenses 2025-26
General Fund					
General Administration	\$ 15,769,793	19,633,599	65,000	17,674,037	22,910,857
Management Services	5,308,009	6,886,150	-	6,249,890	7,431,432
Fire	14,615,697	22,176,319	-	19,278,882	22,972,796
Police	28,500,379	27,855,509	-	25,842,857	31,126,623
Community Development	5,104,620	5,525,601	-	5,163,197	5,137,216
Public Works	4,343,998	9,436,602	-	4,741,932	10,509,306
Economic Vitality	187,197	253,451	-	154,451	255,305
Non-Departmental	(1,043,208)	5,544,168	(65,000)	(1,925,513)	310,535
City Engineering	2,042,986	2,354,908	-	2,345,063	2,526,781
Parks, Recreation, Open Space & Events	8,952,735	11,387,951	-	10,237,984	11,238,447
Contingency	49,430	2,514,000	-	100,000	2,483,000
Total General Fund	83,831,636	113,568,258	-	89,862,780	116,902,298
Special Revenue Funds					
Housing and Community Service Fund					
General Administration	-	-	-	-	4,451,072
Community Development	757,563	5,802,036	-	3,436,099	-
Non-Departmental	39,585	51,500	-	51,500	51,500
	797,148	5,853,536	-	3,487,599	4,502,572
COVID Relief Fund					
Non-Departmental	929,595	2,091,210	-	1,461,465	304,956
	929,595	2,091,210	-	1,461,465	304,956
Library Fund					
General Administration	328,134	357,048	-	357,048	383,453
Management Services	151,562	127,436	-	127,436	146,289
Public Works	37,541	62,997	-	62,997	52,778
Economic Vitality	5,605,539	8,404,439	-	5,804,981	10,026,948
Non-Departmental	70,981	86,221	-	86,221	68,188
City Engineering	-	12,930	-	12,930	-
Contingency	-	100,000	-	-	100,000
	6,193,757	9,151,071	-	6,451,613	10,777,656
Highway User Revenue Fund					
General Administration	376,704	369,439	-	369,439	378,696
Management Services	82,011	83,927	-	83,927	78,846
Public Works	6,563,228	12,219,573	-	11,703,578	9,549,490
Non-Departmental	182,781	76,671	-	76,671	122,624
City Engineering	8,813,433	10,293,512	-	9,793,512	850,862
Contingency	-	100,000	-	-	100,000
	16,018,157	23,143,122	-	22,027,127	11,080,518
Transportation Fund					
General Administration	56,447	75,209	-	75,209	98,680
Management Services	77,553	81,293	-	81,293	139,602
Public Works	3,971,574	11,043,115	-	7,385,737	13,627,594
Non-Departmental	10,337,732	16,533,864	-	16,137,864	17,059,829
City Engineering	11,065,282	81,857,354	-	17,191,453	67,465,763
	25,508,588	109,590,835	-	40,871,556	98,391,468
Beautification Fund					
Economic Vitality	730,890	5,559,192	-	2,431,825	4,532,593
Contingency	-	10,000	-	-	10,000
	730,890	5,569,192	-	2,431,825	4,542,593

City of Flagstaff
Expenditures/Expenses by Fund
Fiscal Year 2025-26

Fund/Division	Actual Expenditures/ Expenses 2023-24	Adopted Budgeted Expenditures/ Expenses 2024-25	Expenditure/ Expense Adjustments Approved 2024-25	Estimated Expenditures/ Expenses* 2024-25	Budgeted Expenditures/ Expenses 2025-26
Economic Development Fund					
Economic Vitality	\$ 1,657,827	2,415,093	-	1,848,593	2,273,879
Contingency	-	45,000	-	-	45,000
	<u>1,657,827</u>	<u>2,460,093</u>	<u>-</u>	<u>1,848,593</u>	<u>2,318,879</u>
Tourism Fund					
Economic Vitality	3,473,070	4,462,332	-	4,438,732	4,237,794
Contingency	-	175,000	-	-	175,000
	<u>3,473,070</u>	<u>4,637,332</u>	<u>-</u>	<u>4,438,732</u>	<u>4,412,794</u>
Arts and Science Fund					
Economic Vitality	950,783	1,286,551	-	1,111,551	1,686,828
Contingency	-	10,000	-	-	10,000
	<u>950,783</u>	<u>1,296,551</u>	<u>-</u>	<u>1,111,551</u>	<u>1,696,828</u>
Recreation Fund					
Parks, Recreation, Open Space & Events	321,759	2,520,400	-	429,574	5,731,063
	<u>321,759</u>	<u>2,520,400</u>	<u>-</u>	<u>429,574</u>	<u>5,731,063</u>
Parking District Fund					
General Administration	46,293	55,821	-	55,821	68,361
Management Services	12,031	11,794	-	11,794	5,523
Public Works	414	302	-	302	603
Economic Vitality	934,100	2,280,174	-	1,050,173	3,613,107
Non-Departmental	9,327	6,956	-	6,956	7,871
Contingency	-	30,000	-	-	30,000
	<u>1,002,165</u>	<u>2,385,047</u>	<u>-</u>	<u>1,125,046</u>	<u>3,725,465</u>
Water Resource and Infrastructure Protection Fund					
General Administration	61,444	72,707	-	72,707	75,174
Management Services	13,705	9,986	-	9,986	17,673
Fire	919,825	4,048,089	-	1,221,637	5,053,338
Public Works	3,249	4,194	-	4,194	2,278
Non-Departmental	10,206	8,664	-	8,664	9,981
Contingency	-	-	-	-	50,000
	<u>1,008,429</u>	<u>4,143,640</u>	<u>-</u>	<u>1,317,188</u>	<u>5,208,444</u>
Total Special Revenue Funds	<u>58,592,168</u>	<u>172,842,029</u>	<u>-</u>	<u>87,001,869</u>	<u>152,693,236</u>
Debt Service Funds					
General Obligation Bonds Fund					
Non-Departmental	5,644,765	11,085,460	-	15,470,513	8,833,470
	<u>5,644,765</u>	<u>11,085,460</u>	<u>-</u>	<u>15,470,513</u>	<u>8,833,470</u>
Pension Debt Service Fund					
Non-Departmental	8,705,430	8,705,303	-	8,705,303	8,707,139
Contingency	-	-	-	-	4,000,000
	<u>8,705,430</u>	<u>8,705,303</u>	<u>-</u>	<u>8,705,303</u>	<u>12,707,139</u>
Total Debt Service Funds	<u>14,350,195</u>	<u>19,790,763</u>	<u>-</u>	<u>24,175,816</u>	<u>21,540,609</u>
Capital Project Funds					
Non GO Bond Funded Projects Fund					
Non-Departmental	1,854,319	16,961,397	-	1,040,691	14,682,650
	<u>1,854,319</u>	<u>16,961,397</u>	<u>-</u>	<u>1,040,691</u>	<u>14,682,650</u>

City of Flagstaff
Expenditures/Expenses by Fund
Fiscal Year 2025-26

Fund/Division	Actual Expenditures/ Expenses 2023-24	Adopted Budgeted Expenditures/ Expenses 2024-25	Expenditure/ Expense Adjustments Approved 2024-25	Estimated Expenditures/ Expenses* 2024-25	Budgeted Expenditures/ Expenses 2025-26
GO Bonds Funded Projects Fund					
General Administration	\$ -	-	-	-	16,091,571
Fire	1,208,268	2,295,000	-	-	1,180,085
Community Development	242,958	11,005,555	-	121,170	-
Water Services	9,022,253	32,473,867	-	13,383,598	26,629,298
Non-Departmental	506,503	3,682,137	-	130,195	3,263,851
	<u>10,979,982</u>	<u>49,456,559</u>	-	<u>13,634,963</u>	<u>47,164,805</u>
Total Capital Project Funds	<u>12,834,301</u>	<u>66,417,956</u>	-	<u>14,675,654</u>	<u>61,847,455</u>
Enterprise Funds					
Drinking Water Fund					
General Administration	471,325	559,252	-	559,252	584,689
Management Services	1,126,157	1,239,444	-	1,239,444	1,418,139
Community Development	77,525	20,114	-	20,114	24,200
Public Works	19,269	11,189	-	11,189	23,829
Water Services	33,386,864	50,563,544	-	28,730,400	40,439,751
Non-Departmental	158,635	178,339	-	178,339	180,861
Contingency	-	1,000,000	-	-	1,000,000
	<u>35,239,775</u>	<u>53,571,882</u>	-	<u>30,738,738</u>	<u>43,671,469</u>
Wastewater Fund					
General Administration	250,970	281,635	-	281,635	327,215
Management Services	344,188	365,074	-	365,074	339,978
Public Works	14,621	10,769	-	10,769	14,540
Water Services	8,910,638	28,162,977	-	12,551,696	30,363,055
Non-Departmental	49,627	62,091	-	62,091	58,514
Contingency	-	800,000	-	-	800,000
	<u>9,570,044</u>	<u>29,682,546</u>	-	<u>13,271,265</u>	<u>31,903,302</u>
Reclaimed Water Fund					
General Administration	45,107	49,620	-	49,620	51,707
Management Services	35,129	35,089	-	35,089	41,811
Water Services	557,015	2,211,434	-	1,313,282	1,680,805
Non-Departmental	5,109	3,825	-	3,825	3,869
Contingency	-	50,000	-	-	50,000
	<u>642,360</u>	<u>2,349,968</u>	-	<u>1,401,816</u>	<u>1,828,192</u>
Stormwater Fund					
General Administration	92,389	91,646	-	91,646	99,779
Management Services	116,991	194,275	-	194,275	208,384
Community Development	68,150	33,905	-	33,905	48,401
Public Works	1,091	2,648	-	2,648	4,796
Water Services	11,341,328	36,572,202	-	13,572,619	29,529,125
Non-Departmental	16,741	31,960	-	31,960	26,903
Contingency	-	819,721	-	396,419	2,000,000
	<u>11,636,690</u>	<u>37,746,357</u>	-	<u>14,323,472</u>	<u>31,917,388</u>
Solid Waste Fund					
General Administration	522,768	625,150	-	625,150	606,470
Management Services	505,305	544,957	-	544,957	534,485
Public Works	20,251,907	19,272,056	-	16,595,413	13,180,061
Non-Departmental	233,796	188,923	-	188,923	197,374
Contingency	-	500,000	-	500,000	500,000
	<u>21,513,776</u>	<u>21,131,086</u>	-	<u>18,454,443</u>	<u>15,018,390</u>

City of Flagstaff
Expenditures/Expenses by Fund
Fiscal Year 2025-26

Fund/Division	Actual Expenditures/ Expenses 2023-24	Adopted Budgeted Expenditures/ Expenses 2024-25	Expenditure/ Expense Adjustments Approved 2024-25	Estimated Expenditures/ Expenses* 2024-25	Budgeted Expenditures/ Expenses 2025-26
Sustainability and Environmental Management Fund					
General Administration	\$ 92,872	101,039	-	101,039	123,166
Management Services	78,246	84,875	-	84,875	70,153
Public Works	17,522	8,251	-	8,251	48,760
Non-Departmental	15,828	24,452	-	24,452	31,192
Sustainability	2,252,109	20,589,159	-	8,004,237	10,016,300
Contingency	-	30,000	-	-	30,000
	<u>2,456,577</u>	<u>20,837,776</u>	-	<u>8,222,854</u>	<u>10,319,571</u>
Airport Fund					
General Administration	116,847	152,686	-	152,686	219,596
Management Services	128,646	128,370	-	128,370	158,632
Public Works	140,657	112,020	-	112,020	37,305
Economic Vitality	9,738,100	27,533,597	-	4,812,814	15,692,537
Non-Departmental	13,777	46,844	-	46,844	68,381
Contingency	-	100,000	-	-	100,000
	<u>10,138,027</u>	<u>28,073,517</u>	-	<u>5,252,734</u>	<u>16,276,451</u>
Flagstaff Housing Authority Fund					
General Administration	-	-	-	-	17,811,148
Community Development	10,485,241	12,419,384	-	12,419,784	-
Contingency	-	1,001,250	-	1,001,250	1,001,250
	<u>10,485,241</u>	<u>13,420,634</u>	-	<u>13,421,034</u>	<u>18,812,398</u>
Total Enterprise Funds					
	<u>101,682,490</u>	<u>206,813,766</u>	-	<u>105,086,356</u>	<u>169,747,161</u>
Total All Funds	<u>\$ 271,290,790</u>	<u>579,432,772</u>	-	<u>320,802,475</u>	<u>522,730,759</u>

* Includes actual expenditures/expenses recognized on the modified accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Flagstaff
Expenditures/Expenses by Division
Fiscal Year 2025-26

Division/Fund	Actual Expenditures/ Expenses 2023-24	Adopted Budgeted Expenditures/ Expenses 2024-25	Expenditure/ Expense Adjustments Approved 2024-25	Estimated Expenditures/ Expenses * 2024-25	Budgeted Expenditures/ Expenses 2025-26
General Administration					
General Fund	\$ 15,769,793	19,633,599	65,000	17,674,037	22,910,857
Housing and Community Services	-	-	-	-	4,451,072
Library	328,134	357,048	-	357,048	383,453
HURF	376,704	369,439	-	369,439	378,696
Transportation	56,447	75,209	-	75,209	98,680
Parking District	46,293	55,821	-	55,821	68,361
Water Resource & Infrastructure Fund	61,444	72,707	-	72,707	75,174
GO Bonds Funded Projects	-	-	-	-	16,091,571
Drinking Water	471,325	559,252	-	559,252	584,689
Wastewater	250,970	281,635	-	281,635	327,215
Reclaimed Water	45,107	49,620	-	49,620	51,707
Stormwater	92,389	91,646	-	91,646	99,779
Solid Waste	522,768	625,150	-	625,150	606,470
Sustainability and Environmental Mgmt	92,872	101,039	-	101,039	123,166
Airport	116,847	152,686	-	152,686	219,596
Flagstaff Housing Authority	-	-	-	-	17,811,148
	<u>18,231,093</u>	<u>22,424,851</u>	<u>65,000</u>	<u>20,465,289</u>	<u>64,281,634</u>
Community Development					
General Fund	5,104,620	5,525,601	-	5,163,197	5,137,216
Housing and Community Services	757,563	5,802,036	-	3,436,099	-
GO Bonds Funded Projects	242,958	11,005,555	-	121,170	-
Drinking Water	77,525	20,114	-	20,114	24,200
Stormwater	68,150	33,905	-	33,905	48,401
Flagstaff Housing Authority	10,485,241	12,419,384	-	12,419,784	-
	<u>16,736,057</u>	<u>34,806,595</u>	<u>-</u>	<u>21,194,269</u>	<u>5,209,817</u>
Management Services					
General Fund	5,308,009	6,886,150	-	6,249,890	7,431,432
Library	151,562	127,436	-	127,436	146,289
HURF	82,011	83,927	-	83,927	78,846
Transportation	77,553	81,293	-	81,293	139,602
Parking District	12,031	11,794	-	11,794	5,523
Water Resource & Infrastructure Fund	13,705	9,986	-	9,986	17,673
Drinking Water	1,126,157	1,239,444	-	1,239,444	1,418,139
Wastewater	344,188	365,074	-	365,074	339,978
Reclaimed Water	35,129	35,089	-	35,089	41,811
Stormwater	116,991	194,275	-	194,275	208,384
Solid Waste	505,305	544,957	-	544,957	534,485
Sustainability and Environmental Mgmt	78,246	84,875	-	84,875	70,153
Airport	128,646	128,370	-	128,370	158,632
	<u>7,979,533</u>	<u>9,792,670</u>	<u>-</u>	<u>9,156,410</u>	<u>10,590,947</u>
Fire					
General Fund	14,615,697	22,176,319	-	19,278,882	22,972,796
Water Resource & Infrastructure Fund	919,825	4,048,089	-	1,221,637	5,053,338
GO Bonds Funded Projects	1,208,268	2,295,000	-	-	1,180,085
	<u>16,743,790</u>	<u>28,519,408</u>	<u>-</u>	<u>20,500,519</u>	<u>29,206,219</u>
Police					
General Fund	28,500,379	27,855,509	-	25,842,857	31,126,623
	<u>28,500,379</u>	<u>27,855,509</u>	<u>-</u>	<u>25,842,857</u>	<u>31,126,623</u>

City of Flagstaff
Expenditures/Expenses by Division
Fiscal Year 2025-26

Division/Fund	Actual Expenditures/ Expenses 2023-24	Adopted Budgeted Expenditures/ Expenses 2024-25	Expenditure/ Expense Adjustments Approved 2024-25	Estimated Expenditures/ Expenses * 2024-25	Budgeted Expenditures/ Expenses 2025-26
Public Works					
General Fund	\$ 4,343,998	9,436,602	-	4,741,932	10,509,306
Library	37,541	62,997	-	62,997	52,778
HURF	6,563,228	12,219,573	-	11,703,578	9,549,490
Transportation	3,971,574	11,043,115	-	7,385,737	13,627,594
Parking District	414	302	-	302	603
Water Resource & Infrastructure Fund	3,249	4,194	-	4,194	2,278
Drinking Water	19,269	11,189	-	11,189	23,829
Wastewater	14,621	10,769	-	10,769	14,540
Stormwater	1,091	2,648	-	2,648	4,796
Solid Waste	20,251,907	19,272,056	-	16,595,413	13,180,061
Sustainability and Environmental Mgmt	17,522	8,251	-	8,251	48,760
Airport	140,657	112,020	-	112,020	37,305
	<u>35,365,071</u>	<u>52,183,716</u>	-	<u>40,639,030</u>	<u>47,051,340</u>
Economic Vitality					
General Fund	187,197	253,451	-	154,451	255,305
Library	5,605,539	8,404,439	-	5,804,981	10,026,948
Beautification	730,890	5,559,192	-	2,431,825	4,532,593
Economic Development	1,657,827	2,415,093	-	1,848,593	2,273,879
Tourism	3,473,070	4,462,332	-	4,438,732	4,237,794
Arts and Science	950,783	1,286,551	-	1,111,551	1,686,828
Parking District	934,100	2,280,174	-	1,050,173	3,613,107
Airport	9,738,100	27,533,597	-	4,812,814	15,692,537
	<u>23,277,506</u>	<u>52,194,829</u>	-	<u>21,653,120</u>	<u>42,318,991</u>
Water Services					
GO Bonds Funded Projects	9,022,253	32,473,867	-	13,383,598	26,629,298
Drinking Water	33,386,864	50,563,544	-	28,730,400	40,439,751
Wastewater	8,910,638	28,162,977	-	12,551,696	30,363,055
Reclaimed Water	557,015	2,211,434	-	1,313,282	1,680,805
Stormwater	11,341,328	36,572,202	-	13,572,619	29,529,125
	<u>63,218,098</u>	<u>149,984,024</u>	-	<u>69,551,595</u>	<u>128,642,034</u>
Non-Departmental					
General Fund	(1,043,208)	5,544,168	(65,000)	(1,925,513)	310,535
COVID Relief Fund	929,595	2,091,210	-	1,461,465	304,956
Library	70,981	86,221	-	86,221	68,188
HURF	182,781	76,671	-	76,671	122,624
Transportation	10,337,732	16,533,864	-	16,137,864	17,059,829
Housing and Community Services	39,585	51,500	-	51,500	51,500
Parking District	9,327	6,956	-	6,956	7,871
Water Resource & Infrastructure Fund	10,206	8,664	-	8,664	9,981
General Obligation Bonds	5,644,765	11,085,460	-	15,470,513	8,833,470
Pension Debt Service Fund	8,705,430	8,705,303	-	8,705,303	8,707,139
GO Bond Funded Projects	506,503	3,682,137	-	130,195	3,263,851
Non GO Bond Funded Projects	1,854,319	16,961,397	-	1,040,691	14,682,650
Drinking Water	158,635	178,339	-	178,339	180,861
Wastewater	49,627	62,091	-	62,091	58,514
Reclaimed Water	5,109	3,825	-	3,825	3,869
Stormwater	16,741	31,960	-	31,960	26,903
Solid Waste	233,796	188,923	-	188,923	197,374
Sustainability and Environmental Mgmt	15,828	24,452	-	24,452	31,192

City of Flagstaff
Expenditures/Expenses by Division
Fiscal Year 2025-26

Division/Fund	Actual Expenditures/ Expenses 2023-24	Adopted Budgeted Expenditures/ Expenses 2024-25	Expenditure/ Expense Adjustments Approved 2024-25	Estimated Expenditures/ Expenses * 2024-25	Budgeted Expenditures/ Expenses 2025-26
Non-Departmental - Continued					
Airport	\$ 13,777	46,844	-	46,844	68,381
	27,741,529	65,369,985	(65,000)	41,786,964	53,989,688
City Engineering					
General Fund	2,042,986	2,354,908	-	2,345,063	2,526,781
Library	-	12,930	-	12,930	-
HURF	8,813,433	10,293,512	-	9,793,512	850,862
Transportation	11,065,282	81,857,354	-	17,191,453	67,465,763
	21,921,701	94,518,704	-	29,342,958	70,843,406
Parks, Recreation, Open Space & Events					
General Fund	8,952,735	11,387,951	-	10,237,984	11,238,447
BBB-Recreation	321,759	2,520,400	-	429,574	5,731,063
	9,274,494	13,908,351	-	10,667,558	16,969,510
Sustainability					
Sustainability and Environmental Mgmt	2,252,109	20,589,159	-	8,004,237	10,016,300
	2,252,109	20,589,159	-	8,004,237	10,016,300
Reserves/Contingencies					
General Fund	49,430	2,514,000	-	100,000	2,483,000
Library	-	100,000	-	-	100,000
HURF	-	100,000	-	-	100,000
Beautification	-	10,000	-	-	10,000
Economic Development	-	45,000	-	-	45,000
Tourism	-	175,000	-	-	175,000
Arts and Science	-	10,000	-	-	10,000
Parking District	-	30,000	-	-	30,000
Water Resource and Infra Protection	-	-	-	-	50,000
Pension Debt Service Fund	-	-	-	-	4,000,000
Drinking Water	-	1,000,000	-	-	1,000,000
Wastewater	-	800,000	-	-	800,000
Reclaimed Water	-	50,000	-	-	50,000
Stormwater	-	819,721	-	396,419	2,000,000
Solid Waste	-	500,000	-	500,000	500,000
Sustainability and Environmental Mgmt	-	30,000	-	-	30,000
Airport	-	100,000	-	-	100,000
Flagstaff Housing Authority	-	1,001,250	-	1,001,250	1,001,250
	49,430	7,284,971	-	1,997,669	12,484,250
All Funds Total	\$ 271,290,790	579,432,772	-	320,802,475	522,730,759

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Flagstaff
 Full-Time Employee and Personnel Compensation
 Fiscal Year 2025-26

Fund	Full-Time Equivalent (FTE) 2025-26	Employee Salaries and Hourly Costs 2025-26	Retirement Costs 2025-26	Healthcare Costs 2025-26	Other Benefit Costs 2025-26	Total Estimated Personnel Compensation 2025-26
General Fund	643.83	\$ 56,838,824	\$ 6,491,773	\$ 6,167,420	\$ 4,645,073	\$ 74,143,090
Special Revenue Funds						
Housing and Community Services	1.00	87,500	10,500	9,211	8,039	115,250
Library	58.17	3,556,584	383,974	503,973	274,581	4,719,112
Highway User Revenue	36.27	2,521,664	290,886	324,079	289,727	3,426,356
Transportation	2.00	114,974	13,797	18,662	14,650	162,083
Beautification	2.75	252,251	30,314	26,771	20,014	329,350
Economic Development	2.60	245,316	29,480	17,113	19,351	311,260
Tourism	18.80	1,350,805	150,875	159,118	104,720	1,765,518
Arts and Science	0.90	83,817	10,080	8,978	6,637	109,512
Parking District	7.35	406,988	48,854	68,527	38,245	562,614
Water Resource & Infrastructure Protection	8.00	726,549	86,284	81,969	38,816	933,618
Total Special Revenue Funds	<u>137.84</u>	<u>9,346,448</u>	<u>1,055,044</u>	<u>1,218,401</u>	<u>814,780</u>	<u>12,434,673</u>
Capital Project Funds						
GO Bonds	1.23	89,266	10,712	11,323	8,234	119,535
Total Capital Project Funds	<u>1.23</u>	<u>89,266</u>	<u>10,712</u>	<u>11,323</u>	<u>8,234</u>	<u>119,535</u>
Enterprise Funds						
Drinking Water	60.68	4,788,190	572,359	581,463	415,291	6,357,303
Wastewater	22.95	1,526,400	183,170	198,389	143,369	2,051,328
Reclaimed Water	1.55	115,738	13,889	12,596	10,660	152,883
Stormwater	9.30	776,714	93,204	94,046	66,455	1,030,419
Solid Waste	48.50	3,409,277	408,185	440,728	343,295	4,601,485
Sustainability and Environmental Mgmt	15.36	1,171,161	133,211	134,179	92,390	1,530,941
Airport	15.20	1,344,280	164,398	177,913	60,647	1,747,238
Flagstaff Housing Authority	24.80	1,628,055	194,404	254,509	142,645	2,219,613
Total Enterprise Funds	<u>198.34</u>	<u>14,759,815</u>	<u>1,762,820</u>	<u>1,893,823</u>	<u>1,274,752</u>	<u>19,691,210</u>
Total All Funds	<u><u>981.24</u></u>	<u><u>\$ 81,034,353</u></u>	<u><u>\$ 9,320,349</u></u>	<u><u>\$ 9,290,967</u></u>	<u><u>\$ 6,742,839</u></u>	<u><u>\$ 106,388,508</u></u>

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Heidi Derryberry, Assistant Finance Director
Date: 06/11/2025
Meeting Date: 06/17/2025



TITLE:

Consideration and Adoption of Ordinance No. 2025-13: An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars (\$100.00) of valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June 2026. (Primary and secondary property tax levies for FY 2025-26)

STAFF RECOMMENDED ACTION:

At the June 17, 2025, Council Meeting:

- 1) Read Ordinance No. 2025-13 by title only for the first time
- 2) City Clerk reads Ordinance No. 2025-13 by title only (if approved above)

At the July 1, 2025, Council Meeting:

- 3) Read Ordinance No. 2025-13 by title only for the final time
- 4) City Clerk reads Ordinance No. 2025-13 by title only (if approved above)
- 5) Adopt Ordinance No. 2025-13

Executive Summary:

The City Council is required to fix and levy the amount to be raised from property taxation after the adoption of the final budget, per A.R.S. Section 42-17151. The final budget is anticipated to be adopted on June 17, 2025.

Financial Impact:

The City is proposing a flat primary property tax levy of \$7,230,680 on existing properties, plus a levy of \$33,728 on new construction, for a total primary property tax levy in Fiscal Year (FY) 2025-26 of \$7,264,408. The primary property tax rate to support this levy is 0.6045 per \$100 of assessed valuation (lower than the prior fiscal year). The proposed levy is less than the maximum allowable primary property tax levy allowed for FY 2025-2026, which is \$8,181,322.

The City is proposing a secondary property tax levy of \$9,569,140 on existing properties, plus a levy of \$44,635 on new construction, for a total secondary property tax levy in FY 2025-26 of \$9,613,775. The proposed secondary property tax rate is 0.8000 per \$100 of net assessed valuation (same as the prior fiscal year).

Policy Impact:

Adoption of the proposed property tax levies will generate revenues to help fund the community needs as identified in the FY 2025-26 Final Budget and policies reflected therein.

Previous Council Decision or Community Discussion:

- January Council Retreat on January 30, 2025, and January 31, 2025
- February Budget Retreat on February 13, 2025, and February 14, 2025
- March Capital Improvement Budget Retreat on March 27, 2025
- Council Budget Work Session on April 24, 2025, and April 25, 2025
- Tentative Budget Adoption on June 3, 2025

Options and Alternatives to Recommended Action:

- 1) Adopt the primary and secondary property tax rates as proposed.
- 2) Adopt lower primary and secondary property tax rates than proposed.
- 3) Adopt higher secondary property tax rates than proposed, however, Council can not increase the primary property tax rates due to Truth in Taxation Notice publication deadlines or other legal considerations.

Background and History:

Primary property tax revenues may be used for all purposes. Primary property tax levies are limited, per A.R.S. Section 42-17051. The City has the ability to increase the amount received from the primary property tax levy by a maximum of 2% each year excluding new construction. The maximum allowable increase for FY 2025-26 is 12.0%. FY 2025-26 proposed primary property tax levy is set at \$7,264,408, which is less than the maximum allowable levy of \$8,181,322.

Primary property tax levies are also subject to "Truth in Taxation" notice and hearing requirements, per A.R.S. Section 42-17107. On or before February 10 of each year, the county assessor must transmit to each city and town an estimate of the total net assessed valuation of the city, including new property added to the tax roll. If the proposed primary tax levy amount, excluding amounts attributable to new construction, is greater than the levy amount in the previous year, the city must follow the "Truth in Taxation" procedures. It is important to note that it is the levy amount and not the rate which triggers the "Truth in Taxation" procedures. The proposed FY2025-26 primary tax levy amount did not trigger the "Truth in Taxation" procedures.

The City is budgeting primary property tax revenues of \$7,196,000 in its FY 2025-26 Budget. This budgeted amount is less than the levy amount because the City is allowing for approximately 1.0% in bad debt (taxes not able to be collected). The City anticipates an overall 0.7% increase in primary property tax revenues in FY 2025-26, due to the increase from new construction (properties added to tax roll). Primary property tax revenues may be used for any general purpose use of the City government.

Secondary property tax revenues may only be used by cities and towns to retire the principal and interest or redemption charges on general obligation bonds issued to pay for capital projects. Secondary property tax levies are not limited. The City has budgeted a total of \$9,613,775 in FY 2025-26 secondary property tax, an approximate 5.8% increase over the FY 2024-25 budget (\$9,091,154). The increase is directly related to the increased assessed valuation (increase in property values) and new construction. Secondary property tax revenues are used to pay general obligation debt issued for City capital projects.

Five years of historical data are shown below:

Property Tax Rates	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 Proposed
Primary	0.7186	0.6954	0.6634	0.6363	0.6045
Secondary	0.8000	0.8000	0.8000	0.8000	0.8000
Total	1.5186	1.4954	1.4634	1.4363	1.4045

Primary property taxes account for 7.9% of the General Fund revenues budgeted for FY 2025-26. The adoption of the property tax levy is the final step in the entire budget approval process.

Connection to PBB Priorities and Objectives:

The adoption of the Annual Budget and Financial Plan provides direction and financial resources to support the Key Community Priorities and Objectives. The property tax adoption is part of the overall City budget

adoption.

Connection to Regional Plan:

None.

Connection to Carbon Neutrality Plan:

None.

Connection to 10-Year Housing Plan:

None.

Attachments: [Ord. 2025-13](#)

ORDINANCE NO. 2025-13

AN ORDINANCE LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF FLAGSTAFF, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2026

RECITALS:

WHEREAS, by the provisions of State law, the ordinance levying taxes for fiscal year 2025-26 is required to be finally adopted not later than the third Monday in August; and

WHEREAS, the County of Coconino is the assessing and collecting authority for the City of Flagstaff.

ENACTMENTS:

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

SECTION 1. There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a primary property tax rate of 0.6045 for the fiscal year ending on the 30th day of June 2026. If this tax rate exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Coconino is hereby authorized to reduce the levy to the maximum allowable by law after providing notice to the City.

SECTION 2. In addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a secondary property tax rate of 0.8000 for the fiscal year ending June 30, 2026.

SECTION 3. Failure by the county officials of Coconino County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Flagstaff upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien thereon or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by

officers de jure.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. That the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Coconino, Arizona.

SECTION 6. Effective Date. The tax levies imposed by this Ordinance shall take effect August 1, 2025.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of July, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Rebecca Sayers, Parks, Recreation, Open Space, and
Events Director
Date: 06/11/2025
**Meeting
Date:** 06/17/2025



TITLE:

Consideration and Adoption of Resolution No. 2025-37: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the Flagstaff Unified School District and the City of Flagstaff to provide community-wide out-of-school time programs.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-37 by title only
2. City Clerk reads Resolution No. 2025-37 by title only (if approved above)
3. Adopt Resolution No. 2025-37

Executive Summary:

The City of Flagstaff and the Flagstaff Unified School District have been in partnership to provide out-of-school time (OST) programs since fiscal year (FY) 1999 - 2000, which the District provides primarily in concert with and through assistance from the FACTS Program ("FACTS") and the Coconino Coalition for Children and Youth ("CCCY"). The OST programs provide children and youth with life skills, enrichment, and academic support in a safe and drug-free environment, and assist the Flagstaff community in developing resilient youth who are less likely to engage in high risk behaviors and who are more likely to become healthy, well-rounded adults, able to contribute to society in meaningful ways. The OST Programs have particular focus for the latchkey child who has no adult at home before or after the regular school day.

The District and the City wish to enter into this Agreement regarding the City's grant of funds for Fiscal Year 2026 and subsequent fiscal years subject to future City Council budget appropriations, through the District as the fiscal agent for the OST Programs, to be for OST Program implementation, operation, and administrative costs, including the salary of the FACTS Program's Coordinator and the CCCY Program's Executive Director, each of which function as full time employees of the District.

This Agreement, if approved, will become effective on July 1, 2025, and continue in full force and effect until June 30, 2026. Subject to annual City Council budget appropriations and mutual written agreement between the City and District, this Agreement may be administratively renewed for a maximum of nine (9) additional one (1) year terms.

Financial Impact:

Project Name: Intergovernmental Agreement between the Flagstaff Unified School District and the City of Flagstaff to provide community-wide out-of-school time programs

Cost: Upon FY2025-26 budget approval, to FUSD, \$309,519, and to CCCY, \$22,469

Account Number Budgeted: 001-09-402-1311-1-4273

FY2026 Budgeted Amount: \$309,519 for FUSD and \$22,469 for CCCY

Grant Funded: No

Funding Source: General Fund

Policy Impact:

There is no policy impact.

Previous Council Decision or Community Discussion:

The IGA was last reviewed and approved by City Council on January 5, 2021.

Options and Alternatives to Recommended Action:

The City Council could not approve the IGA, which would heavily impact out-of-school time programs for youth in Flagstaff, or direct staff to make changes to the proposed language.

Connection to PBB Priorities and Objectives:

Safe and Healthy Community: Support social services, community partners, and housing opportunities; promote physical and mental well-being through providing recreational opportunities, parks, open space, and active transportation options.

Inclusive and Engaged Community: Advance social equity and social justice in Flagstaff by supporting social services; enhance the City's involvement in community, education, and regional partnerships to strengthen the level of public trust.

Livable Community: Create a welcoming community through partnerships, resilient neighborhoods, and civic engagement; provide amenities and activities that promote a healthy lifestyle; work with regional partners that provide equitable and inclusive educational and cultural opportunities for Flagstaff residents of all ages.

Connection to Regional Plan:

Goal CC.5. Support and promote art, science, and education resources for all to experience.

Goal ED.2. Support and encourage an excellent educational system that promotes critical thinking and job training programs at all levels.

Connection to Carbon Neutrality Plan:

There is no direct connection to the Carbon Neutrality Plan.

Connection to 10-Year Housing Plan:

There is no direct connection to the 10-year Housing Plan.

Connection to Division Specific Plan:

There is not direct connection to the Division Specific Plan.

Attachments: [Res. 2025-37](#)
 [IGA](#)

RESOLUTION NO. 2025-37

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN FLAGSTAFF UNIFIED SCHOOL DISTRICT AND THE CITY OF FLAGSTAFF FOR COMMUNITY-WIDE OUT-OF-SCHOOL TIME PROGRAMS

RECITALS:

WHEREAS, the Flagstaff Unified School District and City of Flagstaff desire to enter into an intergovernmental agreement for community-wide out-of-school time (OST) programs, which the District provides primarily in concert with and through assistance from the FACTS Program (“FACTS”) and the Coconino Coalition for Children and Youth (“CCCY”); and

WHEREAS, the Community-Wide Out-of-School Time Programs (“ OST Programs”) have been created to provide children and youth with life skills, enrichment and academic support in a safe and drug-free environment and to assist the Flagstaff community in developing resilient youth who are less likely to engage in high risk behaviors and who are more likely to become healthy, well-rounded adults, able to contribute to society in meaningful ways; and

WHEREAS, the District and the City wish to enter into this Agreement regarding the City’s grant of funds for Fiscal Year 2026 and subsequent fiscal years subject to future City Council budget appropriations, through the District as the fiscal agent for the OST Programs, to be for OST Programs implementation, operation, and administrative costs, including the salary of the FACTS Program’s Coordinator and the CCCY Program’s Executive Director, each of which function as full time employees of the District; and

WHEREAS, this Agreement will become effective on July 1, 2025, and continue in full force and effect until June 30, 2026. Subject to annual City Council budget appropriations and mutual written agreement between the City and District, this Agreement may be administratively renewed for a maximum of nine (9) additional one (1) year terms; and

WHEREAS, the City has authority to enter into this Agreement pursuant to Arizona Revised Statute (“A.R.S.”) § 11-952 and the Flagstaff City Charter, Article I, Section 3.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the Flagstaff Unified School District and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of June 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA

AGREEMENT
among
FLAGSTAFF UNIFIED SCHOOL DISTRICT and
CITY OF FLAGSTAFF

THIS AGREEMENT (hereafter “Agreement”) is made and entered into effective the ____day of _____, 2025, by and between CITY OF FLAGSTAFF, a political subdivision of the State of Arizona (hereafter “City”), and FLAGSTAFF UNIFIED SCHOOL DISTRICT, a political subdivision of the State of Arizona (hereafter “District”). The City and District may be referred to in this Agreement individually as “Party” or together as “Parties,” as the case may be.

RECITALS

- A. WHEREAS, the Parties are members of a cooperative consortium known as the Alliance for the Second Century (hereafter the “Alliance”) through an intergovernmental agreement of the same name dated September 16, 2014 (hereafter the “Alliance IGA”), formed to address area-wide issues in the greater Flagstaff area and better leverage the resources of Alliance members for the benefit of the community; and
- B. WHEREAS, the Parties desire to enter into this Agreement to define the sharing of resources, their purpose, and the responsibilities of the Parties in conjunction with the program commonly referred to as **Community-Wide Out-of-School Time Programs (“OST Programs”)**, which the District provides primarily in concert with and through assistance from the FACTS Program (“FACTS”) and the Coconino Coalition for Children and Youth (“CCCY”); and
- C. WHEREAS, the OST Programs, provided primarily through FACTS and CCCY, have been created to provide children and youth with life skills, enrichment and academic support in a safe and drug-free environment, and to assist the Flagstaff community in developing resilient youth who are less likely to engage in high risk behaviors and who are more likely to become healthy, well-rounded adults, able to contribute to society in meaningful ways. The OST Programs have particular focus for the latchkey child who has no adult at home before or after the regular school day; and
- D. WHEREAS, the District and the City wish to enter into this Agreement regarding the City’s grant of funds for Fiscal Year 2026 and subsequent fiscal years subject to future City Council budget appropriations, through the District as the fiscal agent for the OST Programs, to be for OST Programs implementation, operation, and administrative costs, including the salary of the FACTS Program’s Coordinator and the CCCY Program’s Executive Director, each of which function as full-time employees of the District; and
- E. WHEREAS, the City has authority to enter into this Agreement pursuant to Arizona Revised Statute (“A.R.S.”) § 11-952 and the Flagstaff City Charter, Article I, Section 3; and
- F. WHEREAS, The District has authority to enter into this Agreement pursuant to A.R.S. §§ 11-952, 15-213, 15-341, 15-342, and 41-2632, and District Governing Board approval on _____, 2025.

NOW THEREFORE, in consideration of the mutual obligations and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1) TERM

- a) This Agreement will become effective on July 1, 2025, and continue in full force and effect until June 30, 2026. Subject to annual City Council budget appropriations and mutual written agreement between the City and District, this Agreement may be renewed for a maximum of nine (9) additional one (1) year terms. The City Manager and District Superintendent, or their designees, are hereby authorized to approve annual renewals of this Agreement.

2) CITY'S OBLIGATIONS

- a) Contribution to OST Programs. For Fiscal Year 2026, the City agrees to provide up to Three Hundred Nine Thousand Five Hundred and Nineteen Dollars (\$309,519.00) to the District for all direct expenditures made for OST Programs. Any payments for the salary of the FACTS Program's Coordinator would come under this area of funding. The funding for subsequent fiscal years will be determined through the City's annual budget process and documented in the applicable annual renewal agreement executed pursuant to Section 1(a) above. The annual renewal agreements will be added to this Agreement as appendices administratively—revisions to annual funding will not require a formal amendment to this Agreement.

City will disburse funds to the District on a reimbursement basis only, conditioned upon receipt of proof of payment and applicable, accurate, and complete reimbursement documents, as deemed necessary by the City, to be submitted by the District. Payments will be contingent upon receipt of all reporting requirements of the District under this Agreement. The amount invoiced should be based on actual expenditures with all back up documentation provided.

The funds disbursed by the City under this Agreement shall be used only for the OST Programs described in this Agreement. Any modification to quantity or scope of the OST Programs must be approved in writing by the City. The funds shall not be applied to Safe Learning Centers programs as they are considered educational programs instead.

- b) Contribution to CCCY. For Fiscal Year 2026, the City agrees to provide an additional Twenty-Two Thousand Four Hundred and Sixty-Nine Dollars (\$22,469.00) to the District as soon as practicable following execution of this Agreement, as fiscal agent for the OST Programs, for use in connection with the District's obligations in this Agreement to pay the salary of the CCCY Program's Executive Director position. The District shall cause the CCCY Program's Executive Director to provide leadership in developing and advocating for community-wide strategies dedicated to enhancing the quality of life for all children and youth in the community. The funding to pay for the CCCY Program's Executive Director position for subsequent fiscal years will be determined through the City's annual

budget process and documented in the applicable annual renewal agreement executed pursuant to Section 1(a) above.

3) DISTRICT'S OBLIGATIONS

- a) OST Programs. The District shall be the host agency for the OST Programs and shall develop and implement comprehensive OST Programs, as well as provide staff qualified to coordinate, implement, and evaluate the OST Programs within the City of Flagstaff. The funding provided under this Agreement shall only be used for programming at District schools and facilities within Flagstaff city limits.
- b) Fiscal Agent for OST Programs. The District agrees to serve as the fiscal agent for the OST Programs and shall administer payroll for payment of the FACTS Program's Coordinator and the CCCY Program's Executive Director. The District shall fund and provide workers' compensation insurance for each position, together with such employee benefits customarily provided its employees under the Northern Arizona Public Employees Benefit Trust and Arizona State Retirement Plan. Each position will be an employee of the District subject to the direction and control of the District. The District shall disburse to the OST Programs all funds received for such programs from the City and other sources that exceed those funds required to pay the salary of each position. The District shall disburse these funds as soon as practicable following the end of the District's fiscal year.
- c) Reporting and Overhead. The District shall provide financial reports to the OST Programs pertaining to such transactions. The District shall provide to the City such financial and other operational reports as the City may reasonably request during the term of this Agreement and will provide to the City, within ninety (90) days following termination of this Agreement, an accounting of all funds received and expended during the term of this Agreement, including any renewals, pursuant to Section 3 below. The District shall not charge administrative or overhead fees in connection with its services as fiscal agent for the OST Programs.

4) TERMINATION AND CANCELLATION

- a) Non-Appropriation. Each Party may terminate the Agreement due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to the non-appropriating Party.
- b) For Convenience. Either Party may terminate the Agreement for any reason by giving the other Party written notice of such termination no less than one hundred and eighty (180) days prior to the date of termination. If the Agreement is so terminated, the City's only payment obligation under the Agreement shall be for those services completed prior to the effective date of the termination.
- c) Conflict of Interest. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated by either Party, without penalty or further obligation, in accordance with the provisions of Arizona Revised Statutes Section 38-511, in the event of the occurrence of any of the circumstances described in Arizona Revised Statutes Section 38-511.

- d) Upon termination of this Agreement for any reason, the District must remit to the City any undistributed portion of the funds received from the City within forty-five (45) days after termination.

5) NOTICES

Any notice or other communication required or permitted to be given under this Agreement must be in writing and sent by mail or personal delivery to the Parties as follows, or to such other address or person as the Party may designate in writing:

If to the City:

Greg Clifton
City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to the District:

Michael A. Penca
Superintendent
Flagstaff Unified School District
3285 East Sparrow Avenue
Flagstaff, AZ 86004

6) AUTHORITY

Each of the Parties represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

7) INTEGRATION AND MERGER

Each of the Parties acknowledges and agrees that it has not relied upon any statements, representations, agreements, or warranties, except as expressed in this Agreement, and that this Agreement constitutes the Parties' entire agreement with respect to the matters the Agreement addresses.

8) WAIVER AND AMENDMENT

The failure to enforce any condition or covenant of this Agreement will not imply or constitute a waiver of the right to insist upon future performance of the condition or covenant, or of any other provision, nor will any waiver by a Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement. Any waiver or amendment of any of the provisions of this Agreement must be in writing and be executed by the Party against whom enforcement of the same is sought.

9) GENERAL INDEMNIFICATION

To the extent permitted by Arizona law, the District agrees to indemnify, defend, save, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses, including court costs, attorney's fees, and costs of claim processing, investigation, and litigation (hereinafter collectively referred to as "Claims") that arise out of any actual or alleged bodily injury to any person (including death) or property damage caused or alleged to have been caused, in whole or in part, by the acts, errors, omissions, or negligence of the District or any of District's directors, officers, agents, employees, or volunteers in connection with or incident to the OST Programs and any other actions arising from this Agreement. This

indemnity provision shall survive the termination, cancellation, or revocation, whether in whole or in part, of this Agreement.

10) FORCE MAJEURE

The Parties acknowledge that there may be events that occur during the term of this Agreement that are beyond the control of all Parties, including events of war, natural disasters, acts of terrorism, government acts or orders, epidemics, pandemics, public health emergencies, forest fires, floods, and other acts of God ("Force Majeure Event"). These events may result in a temporary modification of services provided and or funding allocation during the event.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

SIGNATURE PAGE FOLLOWS

City of Flagstaff

Flagstaff Unified School District

Mayor

Michael A. Penca
Superintendent

Dated: _____

Dated: _____

Attest:

Approved as to Form:

City Clerk

Mangum Wall Stoops & Warden PLLC
Legal Counsel for District

Dated: _____

Dated: _____

Approved as to Form:

City Attorney's Office

Dated: _____

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Tiffany Antol, Zoning Code Manager
Date: 06/11/2025
Meeting Date: 06/17/2025



TITLE:

Consideration and Adoption of Resolution No. 2025-32 and Ordinance No. 2025-12: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-25-00088 - Forest Resource Pilot Program" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

STAFF RECOMMENDED ACTION:

At the June 17, 2025, Council Meeting:

- 1) Read Resolution No. 2025-32 by title only for the first time
- 2) City Clerk reads Resolution No. 2025-32 by title only (if approved above)
- 3) Read Ordinance No. 2025-12 by title only for the first time
- 4) City Clerk reads Ordinance No. 2025-12 by title only (if approved above)

At the July 1, 2025, Council Meeting:

- 5) Adopt Resolution No. 2025-32
- 6) Read Ordinance No. 2025-12 by title only for the final time
- 7) City Clerk reads Ordinance No. 2025-12 by title only (if approved above)
- 8) Adopt Ordinance No. 2025-12

Executive Summary:

The City is requesting a modification to the Zoning Code provisions in Chapter 10-50: Supplemental to Zones, Division 10-50.90: Resource Protection Standards, to update the purpose and goals and add Section 10-50.90.061, Forest Resource Pilot Program, to establish a three-year pilot program for the preservation of forest resources using new technology in alignment with the Flagstaff Fire Department Forest Management Plan.

The Planning and Zoning Commission recommended that the City Council approve the proposed text amendment by a vote of 6-0.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed Zoning Code Text Amendment.

Previous Council Decision or Community Discussion:

There has not been a previous City Council decision on this Resolution or Ordinance.

Options and Alternatives to Recommended Action:

The City Council may adopt, modify, or deny the proposed amendment.

Background and History:

The proposed amendment modifies the purpose and goals of the Resource Protection Standards to include prioritizing wildfire resilience to ensure neighborhoods, sites, and buildings are designed to be better prepared for the increasing risks of urban fires initiated by wildfires. The amendment also creates a three-year limited-term pilot program to address forest resource preservation requirements for both developed and undeveloped properties within the Resource Protection Overlay (RPO). Implementation of the pilot program will be a joint effort between the Flagstaff Fire Department and the Community Development Division to integrate new technology as well as the principles of the Forest Management Plan. The pilot program is intended to inform future permanent revisions to the Flagstaff Zoning Code for forest resource preservation.

The text amendment establishes provisions for an agreement that is required to be executed by the applicant and the Planning Director that establishes the basic parameters for participating in the pilot program. These provisions include the following:

- The City's commitment to provide any existing data to assist the applicant with the preparation of a forest stewardship plan and Natural Resource Protection Plan.
- The applicant's responsibility to supplement available City data as determined by the Director, for the development site, including but not limited to information on tree height, tree density, and basal area density calculations.
- The applicant's commitment to the purpose and goals of the Forest Management Plan, the purpose and goals of Resource Protection Standards, and the priority for forest resource protection found in Section 10-50.90.030.B.3. except as modified in the Forest Management Plan. Failure to comply with the purposes, goals, and priorities can be cause for terminating the use of the pilot program on a development site.
- The applicant's commitment to achieve residential densities that further the goals of the City's 10-Year Housing Plan and Carbon Neutrality Plan.
- An agreement that no tree work shall occur on the development site prior to the review and approval of a forest stewardship plan and Natural Resources Protection Plan by City staff.
- Permission for City staff and their consultants to access all property affiliated with the development site utilizing the Forest Resource Pilot Program (FRPP).
- Maintenance of forest resources before, during, and after the completion of development; and

The text amendment also establishes the minimum requirements of the pilot program which includes the following:

- A comprehensive digital tree inventory be prepared for the development site that identifies all forest resources, overall tree density and basal area calculations, and high value resources for the development site. High value resources include the oldest, largest, and most fire-resistant trees on a development site. The characteristics used to make this determination vary based on the species of tree but may include height, shape, and bark. The digital tree inventory shall also identify any slope resources that are required to be preserved subject to Section 10-50.90.050.
- The proposed development plan shall preserve to the greatest extent feasible high-value resources, as determined by staff from the digital tree inventory and site inspections.
- Forest resource preservation shall align with the desired conditions of the Forest Management Plan as determined by the Flagstaff Fire Department, and the development site is not required to meet the percentages in table 10-50.90.060.B.2.a.
- This program does not permit the deforestation of a development site. Deforestation is when forests are permanently destroyed for the purposes of development.
- The termination of the FRPP after the execution of the forest resources agreement by the Director and the applicant does not impact the applicant's eligibility to participate in the FRPP so long as development approvals are completed within 18 months and construction has commenced within 24 months from the termination of the FRPP.

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. Finding #1: The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

- Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaff's

natural resources.

- Policy E&C.4.1. Assess vulnerabilities and risks of Flagstaff's natural resources.
- Policy LU.2.3. New development should protect cultural and natural resources and established wildlife corridors, where appropriate.
- Policy LU.3.3. Protect sensitive cultural and environmental resources with appropriate land uses and buffers.
- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Policy LU.5.4. Encourage development to be clustered in appropriate locations as a means of preserving natural resources and open space, and to minimize service and utility costs, with such tools as Transfer of Development Rights (TDR).
- Policy ED.4.7. When planning for future growth, consider tribal, cultural, and natural resources in balance with community needs.

The Regional Plan goals and policies listed above covering Flagstaff's natural resources support the proposed amendment. Staff will be working with new technology (lidar) and utilizing updated forest management science for Forest Resource preservation. The goal of the pilot program is to allow for alternative techniques for reviewing, removing, preserving, and maintaining forest resources on development sites. Forest management techniques are constantly evolving, and the forest resource preservation standards need to be updated to follow suit. The pilot program will be used to inform a substantial overhaul of the forest resource preservation requirements to ensure the purpose and goals of the Resource Protection Standards continue to be met. The program will integrate forest stewardship requirements (thinning) with resource protection to ensure that the highest value resources are preserved on a development site.

B. Finding #2: The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

The proposed amendment is intended to enhance public health and safety by allowing a pilot program for the preservation of required forest resources within a development for the purposes of advancing wildfire resiliency. The pilot program is intended to introduce risk-reduction measures as identified in the City of Flagstaff Forest Management Plan while meeting the purpose and goals of the Resource Protection Standards. The pilot program will allow staff the time to assess these risk-reduction measures to prepare a permanent replacement to the current Forest Resource preservation requirements.

C. Finding #3: The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The amendment is internally consistent with the existing Zoning Code, following its format and aligning with its comprehensive purpose. It does not conflict with any other provisions and ensures that the Zoning Code remains clear, usable, and easily understood.

Connection to PBB Priorities and Objectives:

Achieve a well maintained community through comprehensive and equitable code compliance, and development is compatible with community values.

Connection to Regional Plan:

- Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaff's natural resources.
- Policy E&C.4.1. Assess vulnerabilities and risks of Flagstaff's natural resources.
- Policy LU.2.3. New development should protect cultural and natural resources and established wildlife corridors, where appropriate.
- Policy LU.3.3. Protect sensitive cultural and environmental resources with appropriate land uses and buffers.
- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Policy LU.5.4. Encourage development to be clustered in appropriate locations as a means of preserving natural resources and open space, and to minimize service and utility costs, with such tools as Transfer of Development Rights (TDR).
- Policy ED.4.7. When planning for future growth, consider tribal, cultural, and natural resources in

RESOLUTION NO. 2025-32

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “PZ-25-00088 – FOREST RESOURCE PILOT PROGRAM”

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2025-12, by first declaring said amendments to be a public record.

ENACTMENTS:

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

SECTION 1. In General.

That certain document known as “*PZ-25-000088 – Forest Resource Pilot Program*” attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041.

SECTION 2. Effective Date.

This resolution shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of July 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

A. PZ-25-00088 – Resource Protection Pilot Program

Case No. PZ-25-00088 – Forest Resource Pilot Program

Provisions that are being deleted are shown in bold ~~text~~.

Provisions that are being added are shown in bold **red** text.

Section 1. Amend Title 10 Flagstaff Zoning Code, Chapter 10-50: Supplemental to Zones, Division 10-50.90: Resource Protection Standards, as follows:

Division 10-50.90:

Resource Protection Standards

Sections:

- 10-50.90.010 Purpose
- 10-50.90.020 Applicability
- 10-50.90.030 Priority for Resource Protection
- 10-50.90.040 Floodplains
- 10-50.90.050 Steep Slopes
- 10-50.90.060 Forest
- 10-50.90.061 Forest Resource Pilot Program**
- 10-50.90.070 Resources Survey Requirements
- 10-50.90.080 Natural Resources Protection Plan
- 10-50.90.090 Resource Protection During Construction
- 10-50.90.100 Activities Allowed in Natural Resources Areas
- 10-50.90.110 Mitigation
- 10-50.90.120 Enforcement

Section 2. Amend Title 10 Flagstaff Zoning Code, Chapter 10-50: Supplemental to Zones, Division 10-50.90: Resource Protection Standards, Section 10-50.90.010: Purpose, as follows:

10-50.90.010 Purpose

A. Purpose. This division provides standards for the protection of ~~n~~**Natural** ~~r~~**Resources**, ~~f~~**Floodplains**, steep slopes, and forest. The requirements of this division are intended to maintain ~~n~~**Natural** ~~r~~**Resources** and to **promote public health, safety, and welfare by managing Development** ~~ensure that proposed development is consistent~~ with the character of its natural surroundings. **Flagstaff has a greater wildfire likelihood than many communities in the United States.** Developments **should be designed to advance wildfire resiliency and to coexist with** ~~shall be designed to incorporate~~ native habitats and existing **Natural Resources that** ~~features on-site as they~~ provide important visual, environmental, health, and economic benefits. Standards in this division also protect developed places from **wildfires and other** natural hazards, such as floods, **by integrating risk-reduction measures into a Development's design.** Division 10-30.60, Site Planning Design Standards, **and** Appendix 5 [Additional Information Applicable to Division 10-50.90, Resource Protection Standards] ~~and Appendix 1.1, Design Guidelines~~, provide additional standards, guidelines, and procedures on resource protection and site design.

B. Goals. This division prescribes standards for the preservation and maintenance of ~~n~~**Natural** ~~r~~**Resources** to achieve the following goals:

- 1. Preserve and protect significant Natural Resources characterized by unusual terrain, unique geologic formations, and high value native vegetation before, during, and after the construction of new Development;** ~~Preserve significant natural resources characterized by unusual terrain, scenic vistas, unique geologic formations, and native vegetation;~~
- 2. Limit encroachments into Rural Floodplains;**
- 3. Manage healthy and sustainable forests to reduce the risk of wildfires initiating urban fires;**
- 4. Prioritize wildfire resilience to ensure neighborhoods, sites, and Buildings are designed to be better prepared for the increasing risks of urban fires initiated by wildfires;**
- 5. Enhance air quality, reduce the amount and rate of stormwater runoff, improve stormwater runoff quality, and increase the capacity for groundwater discharge;**
- 6. Prioritize the preservation of significant Natural Resources that maintain wildlife corridors and habitats; and**

72. Preserve and eEnhance the natural environment, visual character, and aesthetic qualities of the City for its citizens' and visitors' enjoyment.

~~3. Preserve and enhance the character and value of all properties;~~

~~4. Preserve wildlife corridors and habitat;~~

~~5. Prevent encroachment into floodplains;~~

~~6. Manage healthy and sustainable forests to reduce fire risk;~~

~~7. Promote and improve the quality of the environment by enhancing air quality, reducing the amount and rate of storm water runoff, improving storm water runoff quality, and increasing the capacity for groundwater recharge; and~~

~~8. Establish regulations for the preservation and protection of natural resources before, during, and after the construction and completion of a new development.~~

Section 3. Amend Title 10 Flagstaff Zoning Code, Chapter 10-50: Supplemental to Zones, Division 10-50.90: Resource Protection Standards, to add Section 10-50.90.061: Forest Resource Pilot Program, as follows:

10-50.90.061 Forest Resource Pilot Program

- A. The purpose of the Forest Resource Pilot Program (FRPP) is:**
- 1. To allow an alternative Forest Resource preservation methodology utilizing technological innovations to inventory existing Forest Resources for both forest stewardship and preservation purposes; and**
 - 2. To implement the Flagstaff Fire Department Forest Management Plan (the “Forest Management Plan”); and**
 - 3. To determine the effectiveness of the program for future revisions to the Forest Resource protection standards in alignment with the purpose and goals of this division for all properties within the Resource Protection Overlay (RPO).**
- B. Program Term. Unless otherwise extended or extinguished by a separate ordinance approved by the City Council, the FRPP shall terminate at 11:59 p.m. on July 31, 2028.**
- C. Applicability. All properties subject to the Resource Protection Overlay both developed and vacant may participate in the FRPP. This pilot program applies only to Forest Resources and does not apply to Slope Resources or other requirements of this division.**
- D. Forest Resource Agreement.**
- 1. The Director shall enter into a Forest Resource agreement with the applicant to allow participation in the pilot program. The agreement shall be in a form satisfactory to the City Attorney or their designee.**
 - 2. The agreement shall be perpetual unless terminated in accordance with the provisions of this section and the agreement.**
 - 3. The agreement shall include, but is not limited to:**
 - a. The City’s commitment to provide any existing data to assist the applicant with the preparation of forest stewardship plan and Natural Resource Protection Plan; and**

b. The applicant's responsibility to supplement available City data as determined by the Director, for the Development Site, including but not limited to information on tree height, tree density, and basal area density calculations; and

c. The applicant's commitment to the purpose and goals of the Forest Management Plan, the purpose and goals of this division, and the priority for Forest Resource protection found in Section 10-50.90.030.B.3. except as modified in the Forest Management Plan.

Failure to comply with the purposes, goals, and priorities can be cause for terminating the use of the pilot program on a Development Site; and

d. The applicant's commitment to achieve residential densities that further the goals of the City's 10-Year Housing Plan and Carbon Neutrality Plan; and

e. An agreement that no tree work shall occur on the Development Site prior to the review and approval of a forest stewardship plan and Natural Resources Protection Plan by City staff; and

f. Permission for City staff and their consultants to access all property affiliated with the Development Site utilizing the FRPP; and

g. Maintenance of Forest Resources before, during, and after the completion of Development; and

h. Violations and remedies; and

i. Any other provision necessary as determined by the City Attorney, Director, or their designee to document the requirements and enforcement of this section and the agreement.

4. The agreement shall be approved and executed by the Director and applicant prior to the submittal of forest stewardship and Natural Resource Protection Plans.

E. Minimum Requirements.

1. A comprehensive digital tree inventory shall be prepared for the Development Site that identifies all Forest Resources, overall tree density and basal area calculations, and high value resources for the Development Site. High value resources include the oldest, largest, and most

fire-resistant trees on a Development Site. The characteristics used to make this determination vary based on the species of tree but may include height, shape, and bark. The digital tree inventory shall also identify any Slope Resources that are required to be preserved subject to Section 10-50.90.050.

2. The proposed Development plan shall preserve to the greatest extent feasible high value resources, as determined by staff from the digital tree inventory and site inspections.

3. Forest Resource preservation shall align with the desired conditions of the Forest Management Plan as determined by the Flagstaff Fire Department and the Development Site is not required to meet the percentages in table 10-50.90.060.B.2.a.

4. This program does not permit the deforestation of a Development Site. Deforestation is when forests are permanently destroyed for the purposes of Development.

5. The termination of the FRPP after the execution of the Forest Resources agreement by the Director and the applicant does not impact the applicant's eligibility to participate in the FRPP so long as Development approvals are completed within 18 months and construction has commenced on site within 24 months from the termination of the FRPP.

ORDINANCE NO. 2025-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “PZ-25-00088 – FOREST RESOURCE PILOT PROGRAM”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend provisions in Chapter 10-50: Supplemental to Zones, Division 10-50.90: Resource Protection Standards. Specifically, to add a pilot program option for the preservation of forest resources utilizing new technology in alignment with the *Flagstaff Fire Department Forest Management Plan* amendment; and

WHEREAS, a citizen review session was held at the Planning Commission work session on May 14, 2025, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on May 28, 2025, and provided a recommendation to City Council on the proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10-20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as “*PZ-25-00088 – Forest Resource Pilot Program*”, one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2025-32.

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. That certain document known as “*PZ-25-00088– Forest Resource Pilot Program*”, one (1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, and which document is declared a public record by Resolution No. 2025-32 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set

forth therein.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 8. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 9. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of July 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**HOUSING IMPACT STATEMENT
PZ-25-00088 ZONING MAP AMENDMENT PROCESS**

Pursuant to ARS 9-462.01 (J) a Housing Impact Statement shall be considered by the City Council prior to adopting a Zoning Code Text Amendment regarding the impact of the amendment on the following:

1. A general estimate of the probable impact on the average cost to construct housing for sale or rent within the zoning districts to which the zoning text amendment applies.

The proposed zoning code text amendment would only have the potential to reduce costs affiliated with the cost of construction. More importantly, it is intended to increase wildfire resilience with our community.

2. A description of any data or reference material on which the proposed zoning text amendment is based.

Staff is working in partnership with the City of Flagstaff Fire Department to implement their Forest Management Plan.

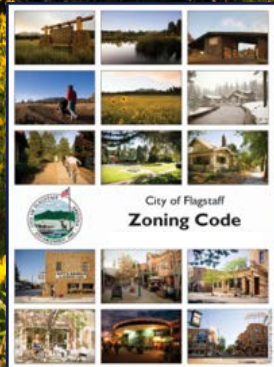
3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning text amendment.

None.

**Zoning Code Amendment
Chapter 10-50.90
Resource Protection Standards
PZ-25-00088**

Forest Resource Pilot Program

**Tiffany Antol, AICP
Zoning Code Manager**





Forest Resource Pilot Program

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

The proposed amendment modifies the purpose and goals of the Resource Protection Standards to include prioritizing wildfire resilience to ensure neighborhoods, sites, and buildings are designed to be better prepared for the increasing risks of urban fires initiated by wildfires.

The amendment also creates a 3-year limited term pilot program to address Forest Resource preservation requirements for both developed and undeveloped properties within the Resource Protection Overlay (RPO). Implementation of the pilot program will be a joint effort between the Flagstaff Fire Department and the Community Development Division to integrate new technology as well as the principles of the Forest Management Plan. The pilot program is intended to inform future permanent revisions to the Flagstaff Zoning Code for Forest Resource preservation.



Forest Resource Pilot Program

City's Proposed Zoning Code Text Amendment

Section 10-50.90.10.A: Purpose (Revised)

Purpose. This division provides standards for the protection of **Natural Resources**, **Floodplains**, steep slopes, and forest. The requirements of this division are intended to maintain **Natural Resources** and to **promote public health, safety, and welfare by managing Development** with the character of its natural surroundings. **Flagstaff has a greater wildfire likelihood than many communities in the United States.** Developments **should be designed to advance wildfire resiliency and to coexist with** native habitats and existing **Natural Resources that** provide important visual, environmental, health, and economic benefits. Standards in this division also protect developed places from **wildfires and other** natural hazards, such as floods, **by integrating risk-reduction measures into a Development's design.** Division [10-30.60](#), Site Planning Design Standards, **and** Appendix 5 [Additional Information Applicable to Division [10-50.90](#), Resource Protection Standards] provide additional standards, guidelines, and procedures on resource protection and site design.



Forest Resource Pilot Program

City's Proposed Zoning Code Text Amendment

Section 10-50.90.10.B: Goals (Revised)

1. Preserve and protect significant Natural Resources characterized by unusual terrain, unique geologic formations, and high value native vegetation before, during, and after the construction of new Development;
2. Limit encroachments into Rural Floodplains;
3. **Manage healthy and sustainable forests to reduce the risk of wildfires initiating urban fires;**
4. **Prioritize wildfire resilience to ensure neighborhoods, sites, and Buildings are designed to be better prepared for the increasing risks of urban fires initiated by wildfires;**
5. Enhance air quality, reduce the amount and rate of stormwater runoff, improve stormwater runoff quality, and increase the capacity for groundwater discharge;
6. Prioritize the preservation of significant Natural Resources that maintain wildlife corridors and habitats; and
7. Enhance the natural environment, visual character, and aesthetic qualities of the City for its citizens' and visitors' enjoyment.



Forest Resource Pilot Program

City's Proposed Zoning Code Text Amendment

10-50.90.061 Forest Resource Pilot Program (New)

Forest Resource Agreement

- **The City's commitment to provide any existing data to assist the applicant with the preparation of forest stewardship plan and Natural Resource Protection Plan.**
- **The applicant's responsibility to supplement available City data as determined by the Director, for the Development Site, including but not limited to information on tree height, tree density, and basal area density calculations.**
- **The applicant's commitment to the purpose and goals of the Forest Management Plan, the purpose and goals of Resource Protection Standards, and the priority for Forest Resource protection found in Section 10-50.90.030.B.3. except as modified in the Forest Management Plan. Failure to comply with the purposes, goals, and priorities can be cause for terminating the use of the pilot program on a Development Site.**
- **The applicant's commitment to achieve residential densities that further the goals of the City's 10-Year Housing Plan and Carbon Neutrality Plan.**
- **An agreement that no tree work shall occur on the Development Site prior to the review and approval of a forest stewardship plan and Natural Resources Protection Plan by City staff.**



Forest Resource Pilot Program

City's Proposed Zoning Code Text Amendment

10-50.90.061 Forest Resource Pilot Program (New)

Minimum Requirements

- 1. A comprehensive digital tree inventory shall be prepared for the Development Site that identifies all Forest Resources, overall tree density and basal area calculations, and high value resources for the Development Site. High value resources include the oldest, largest, and most fire-resistant trees on a Development Site. The characteristics used to make this determination vary based on the species of tree but may include height, shape, and bark. The digital tree inventory shall also identify any Slope Resources that are required to be preserved subject to Section 10-50.90.050.**
- 2. The proposed Development plan shall preserve to the greatest extent feasible high value resources, as determined by staff from the digital tree inventory and site inspections.**
- 3. Forest Resource preservation shall align with the desired conditions of the Forest Management Plan as determined by the Flagstaff Fire Department and the Development Site is not required to meet the percentages in table 10-50.90.060.B.2.a.**
- 4. This program does not permit the deforestation of a Development Site. Deforestation is when forests are permanently destroyed for the purposes of Development.**
- 5. The termination of the FRPP after the execution of the Forest Resources agreement by the Director and the applicant does not impact the applicant's eligibility to participate in the FRPP so long as Development approvals are completed within 18 months and construction has commenced on site within 24 months from the termination of the FRPP.**



Forest Resource Pilot Program

Staff Recommendation

Findings for Zoning Code Text Amendments:

- (1) The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;**
- (2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and**
- (3) The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.**



Forest Resource Pilot Program

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

Flagstaff Regional Plan 2030

- Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaff 's natural resources.
- Policy E&C.4.1. Assess vulnerabilities and risks of Flagstaff's natural resources.
- Policy LU.2.3. New development should protect cultural and natural resources and established wildlife corridors, where appropriate.
- Policy LU.3.3. Protect sensitive cultural and environmental resources with appropriate land uses and buffers.
- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Policy LU.5.4. Encourage development to be clustered in appropriate locations as a means of preserving natural resources and open space, and to minimize service and utility costs, with such tools as Transfer of Development Rights (TDR).
- Policy ED.4.7. When planning for future growth, consider tribal, cultural, and natural resources in balance with community needs.



Forest Resource Pilot Program

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

10-Year Housing Plan

- Create 4.5 Evaluate and amend the Resource Protection Overlay standards to ensure that the minimum densities can be met on most sites, including making the requirements for residential sites to be similar to those for a commercial sites.
- Create 4.6 Evaluate Resource Protection Overlay standards in terms of consistent application across each zone and allow for greater maximum densities.

Carbon Neutrality Plan

- Protect existing forests, resources, and meaningful open spaces.
 - Support planning and zoning efforts that protect natural resources, including surface water resources.
 - Reduce urban encroachment into the forest, such as by promoting infill as supported in the Regional Plan.



Forest Resource Pilot Program

The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.

The proposed amendment is intended to enhance public health and safety by allowing a pilot program for the preservation of required of Forest Resources within a development for the purposes of advancing wildfire resiliency. The pilot program is intended to introduce risk reduction measures as identified in the City of Flagstaff Forest Management Plan while meeting the purpose and goals of the Resource Protection Standards. The pilot program will allow staff the time to assess these risk reduction measures to prepare a permanent replace to the current Forest Resource preservation requirements.



Forest Resource Pilot Program

The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.



Forest Resource Pilot Program

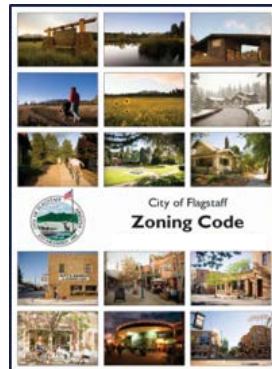
Recommendation

Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, make a recommendation to the City Council for approval of the Zoning Code Text Amendment PZ-25-00088: Forest Resource Pilot Program.



Forest Resource Pilot Program

Questions, Comments, and Suggestions



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Amy Hagin, Assistant Parks and Recreation Director
Co-Submitter: David McIntire
Date: 06/11/2025
Meeting Date: 06/17/2025



TITLE:

Consideration and Adoption of Concept Design: Civic Space at the Downtown Connection Center

STAFF RECOMMENDED ACTION:

Adopt the concept design for the future Civic Space at the Downtown Connection Center

Executive Summary:

Based on public outreach over a substantial period of time, Mountain Line has a proposed concept design for the future Civic Space at the Downtown Connection Center. Staff are seeking adoption of the concept design to move the needle forward on construction drawings. The future space is reliant on the pending Rio de Flag realignment project and the inherent timing; however, having construction drawings created based on an adopted concept design is ideal and functional. Components that were valuable to our community for a downtown civic space included keywords of kinetic, fluid, natural, modern, uplifting and celebratory. The valuable components laid the foundation to create the concept design, including a green park space, a mountain-view, a sculpture location, a FUTS connection, an entertainment space, a food truck and cafe opportunity, a splash pad/cooling space and a restroom. The concept design presented serves as a 30% complete construction drawing, whereas the adoption of this concept design enables the team to move forward to 60% complete construction drawings, providing further details inclusive of infrastructure adjustments and needs to compliment the newly constructed Downtown Connection Center, the future Rio de Flag realignment and future Phase 2 Bus Plaza.

Financial Impact:

There is no financial impact with this concept design adoption.

Policy Impact:

There is no policy impact with this concept design adoption.

Previous Council Decision or Community Discussion:

As mentioned, the Civic Space discussion had significant public outreach and comment as part of the process for the Intergovernmental Agreement with Mountain Line (IGA) which was approved in June 2022. As some time has passed, Mountain Line and City staff have worked together to bring the design concepts to the Beautification and Public Art Commission, the Parks and Recreation Commission, the Downtown Business Alliance Board, and now to Council for consideration and feedback on the current bubble diagram. The intention is to confirm the direction forward, knowing it is at a higher level, so that continued design can occur while the timeline for the Rio de Flag project construction on that parcel becomes clear. As expressed in the presentations mentioned above, the feedback being solicited is focused on the civic space design which is being prepared by Mountain Line, but will be programmed and maintained by PROSE in the future. The boundaries of the civic space and the other uses on the parcel are defined in the approved IGA.

Options and Alternatives to Recommended Action:

1. Not approve the concept design as presented and;
2. Provide staff with direction

Connection to PBB Priorities and Objectives:

Safe & Healthy Community: Promote physical and mental well-being through providing recreational opportunities, parks, open space, and active transportation options

Connection to Regional Plan:

Goal LU.5.6. Encourage the placement of institutional and civic buildings centrally located within a neighborhood to promote walkability and multi-use recreation spaces.

Connection to Carbon Neutrality Plan:

IR-3: Plan for changes to recreation, reduce emissions, and respond to the impacts of climate change on current Parks and Recreation facilities and operations

Connection to 10-Year Housing Plan:

There is no connection to the 10-Year Housing Plan.

Connection to Division Specific Plan:

Southside Community Specific Plan

Attachments: [DCC Civic Space](#)

City of Flagstaff Civic Space

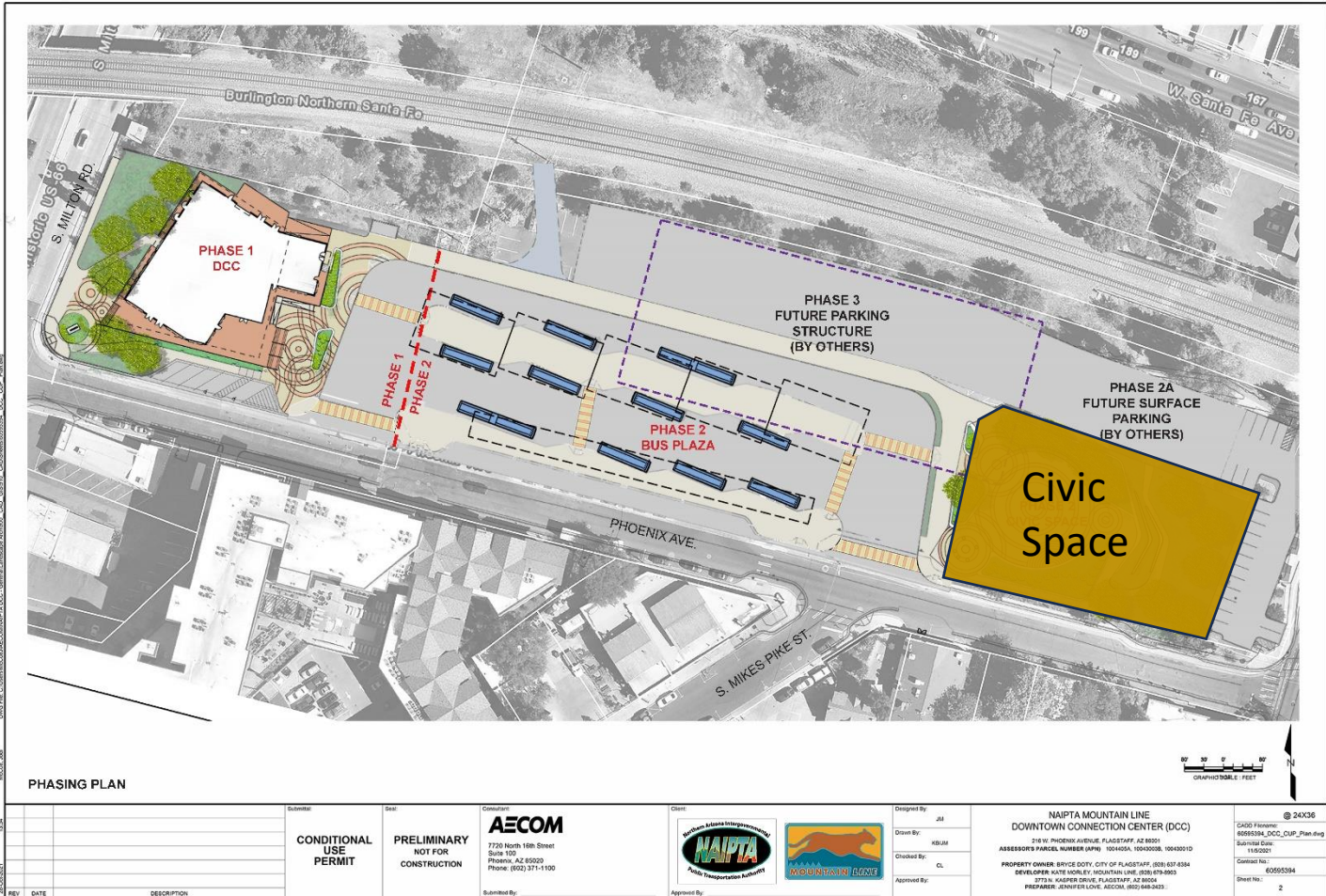


CITY OF FLAGSTAFF CIVIC SPACE | PROGRAM CONCEPTS

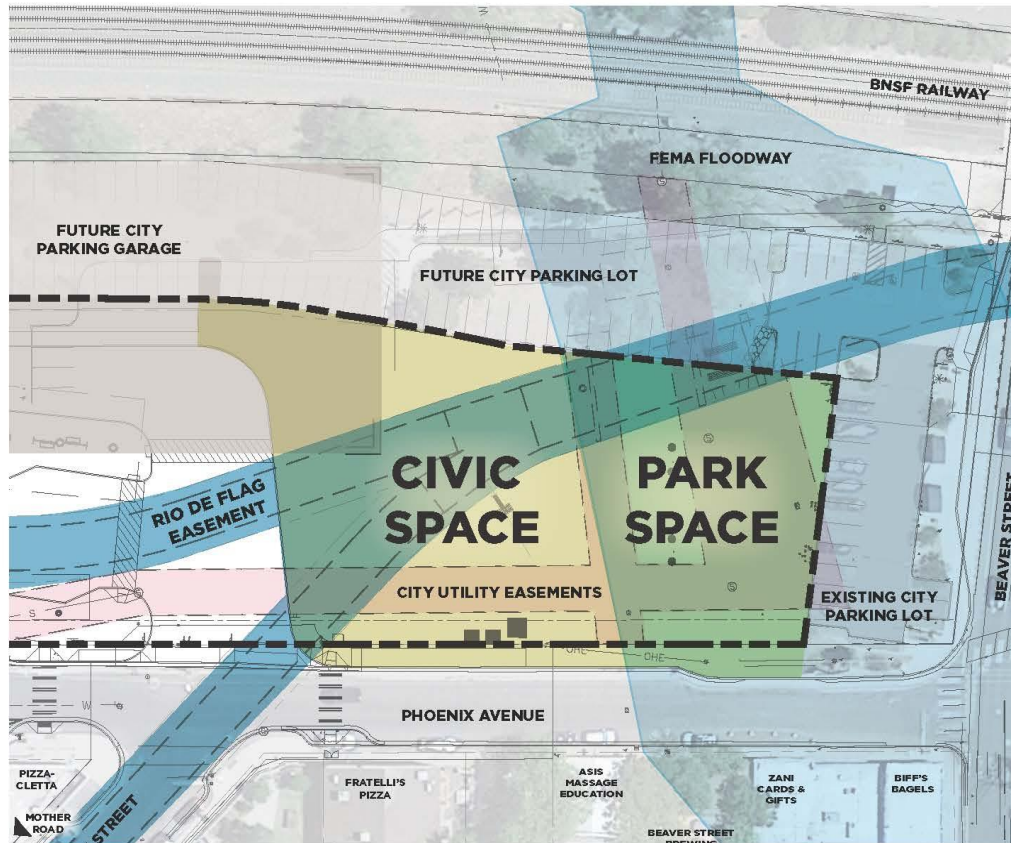
02/21/2025



Downtown Connection Center Phasing Plan

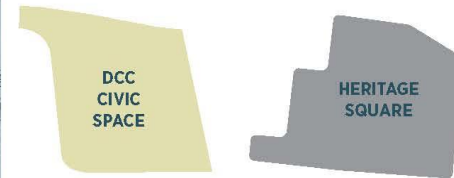


Site Location

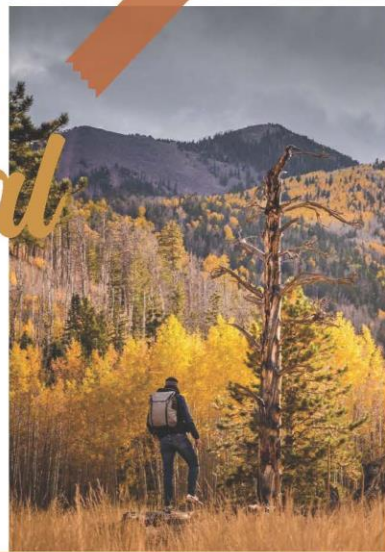
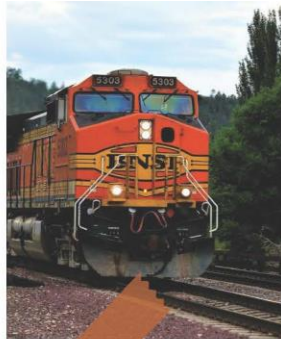
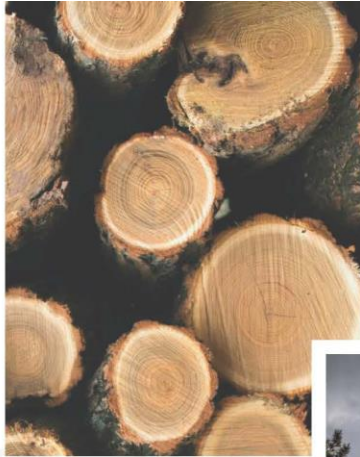


OPPORTUNITIES & CONSTRAINTS

- + UNIQUE PUBLIC SPACE SIMILAR IN SIZE TO HERITAGE SQUARE FOR THE SOUTHSIDE COMMUNITY
- + THERE ARE LIMITATIONS ON THE TYPES AND LOCATIONS OF AMENITIES AND PROGRAM DUE TO EXISTING EASEMENTS, UTILITY CONSTRAINTS AND THE FEMA FLOODWAY



Public Outreach - Themes



Natural
Fluid
Kinetic

CITY OF FLAGSTAFF CIVIC SPACE | PROGRAM CONCEPTS

02/21/2025



Public Outreach - Themes



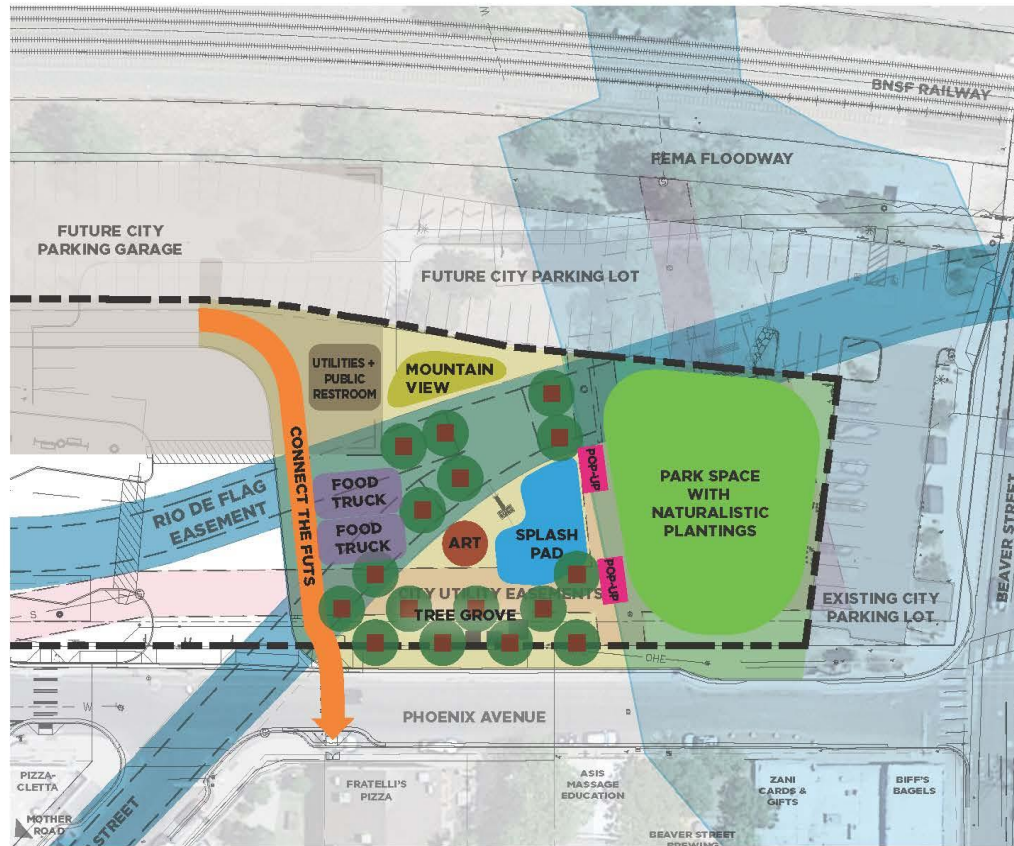
*Modern
Uplifting
Celebratory*

CITY OF FLAGSTAFF CIVIC SPACE | PROGRAM CONCEPTS

02/21/2025



Bubble Diagram



PRELIMINARY PROGRAM CONCEPTS

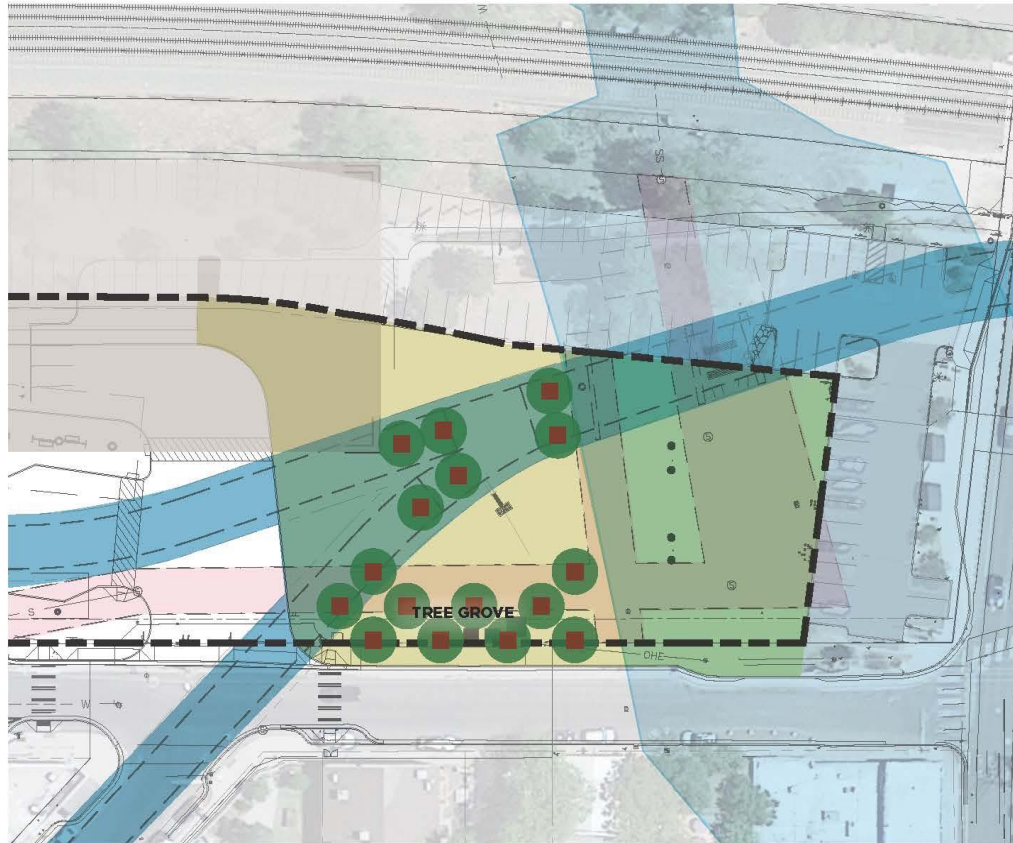
- + PROGRAM IS REFLECTIVE OF CITY OF FLAGSTAFF'S REQUEST FOR AMENITIES FOR THE SPACE. CITY WILL OPERATE AND MAINTAIN THE CIVIC SPACE.
- + PROGRAM ELEMENTS ARE A PRODUCT OF COMMUNITY OUTREACH GOING BACK TO 2020
- + PROGRAM ELEMENTS ARE PLACED TO BEST WORK WITH SITE'S CONSTRAINTS

LEGEND

	LEASE BOUNDARY		UTILITIES + PUBLIC RESTROOM	BUILDING FOR SPLASH PAD EQUIPMENT AND A PUBLIC RESTROOM
	FUTS TRAIL CONNECTION		MOUNTAIN VIEW	RAISED AREA TO VIEW PEAKS
	TREE IN MOVABLE PLANTER			NATURAL PARK AREA
	SOUTHSIDE GROVE SCULPTURE			INCLUSIVE SPLASH PAD - YEAR ROUND PLAZA
	POP-UP STAGE OR CONCESSION			
	FOOD TRUCK			



Trees

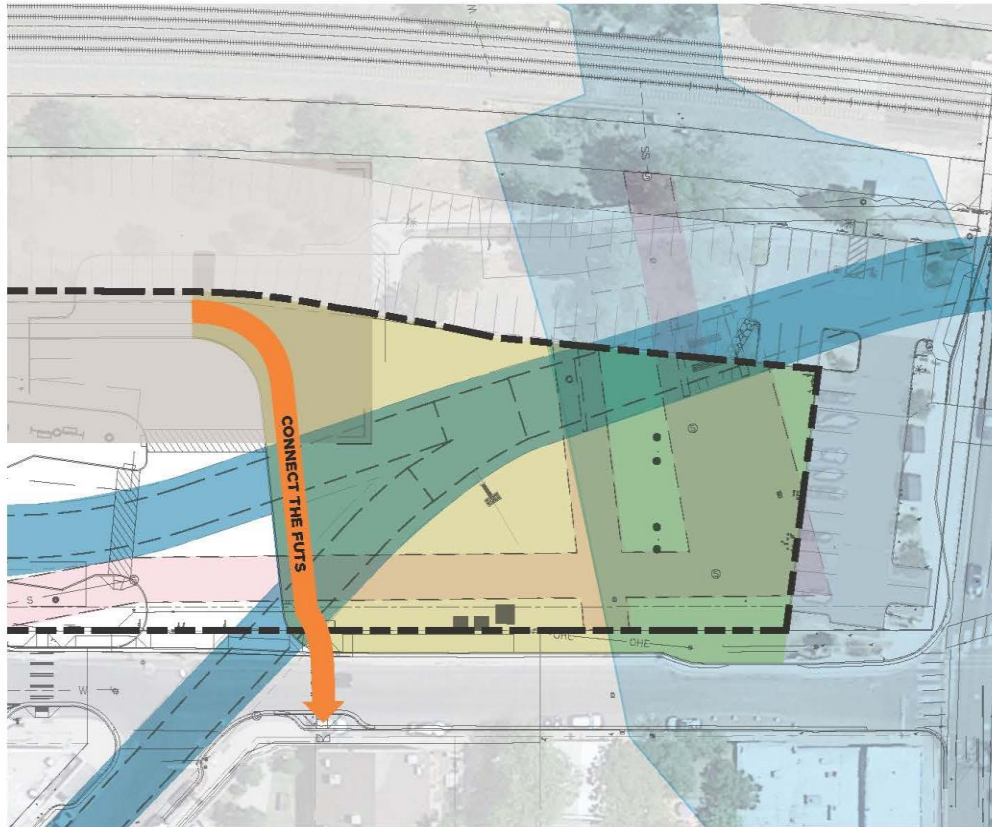


TREES IN PLANTERS

- + INCORPORATE TREES AND SHADE WITH THE USE OF MOVABLE PLANTERS
- + PLANTERS WOULD INCLUDE A PLACEMAKING ASPECT SUCH AS AN INTERESTING SHAPE OR PATTERN



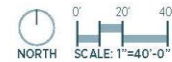
FUTS



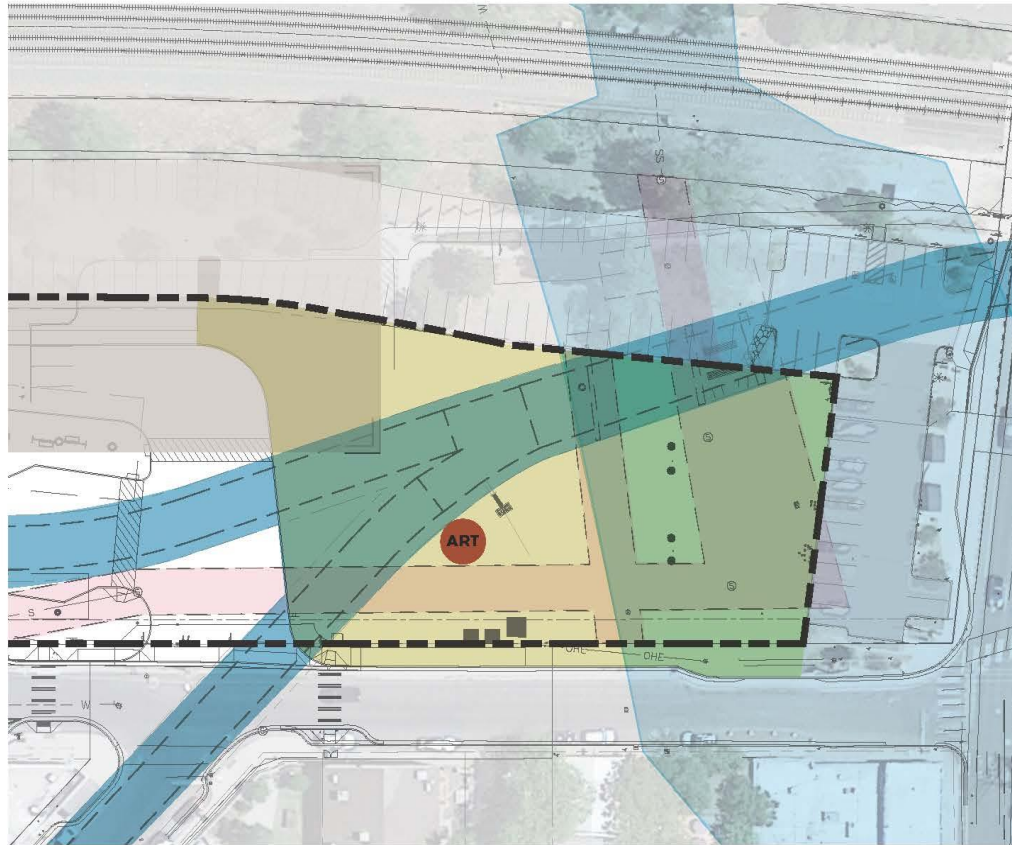
FUTS CONNECTION

- + INCORPORATE THE FUTS CONNECTION INTO THE CIVIC SPACE USING BEST IN PRACTICE TRAIL CONCEPTS

PROJECT EXAMPLE: MONON BLVD + MIDTOWN PLAZA

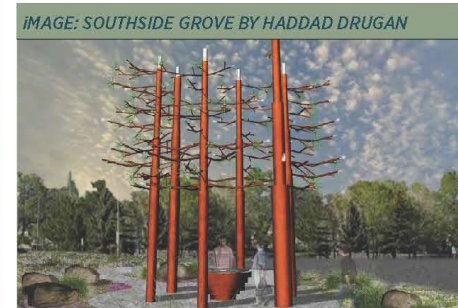


Public Art

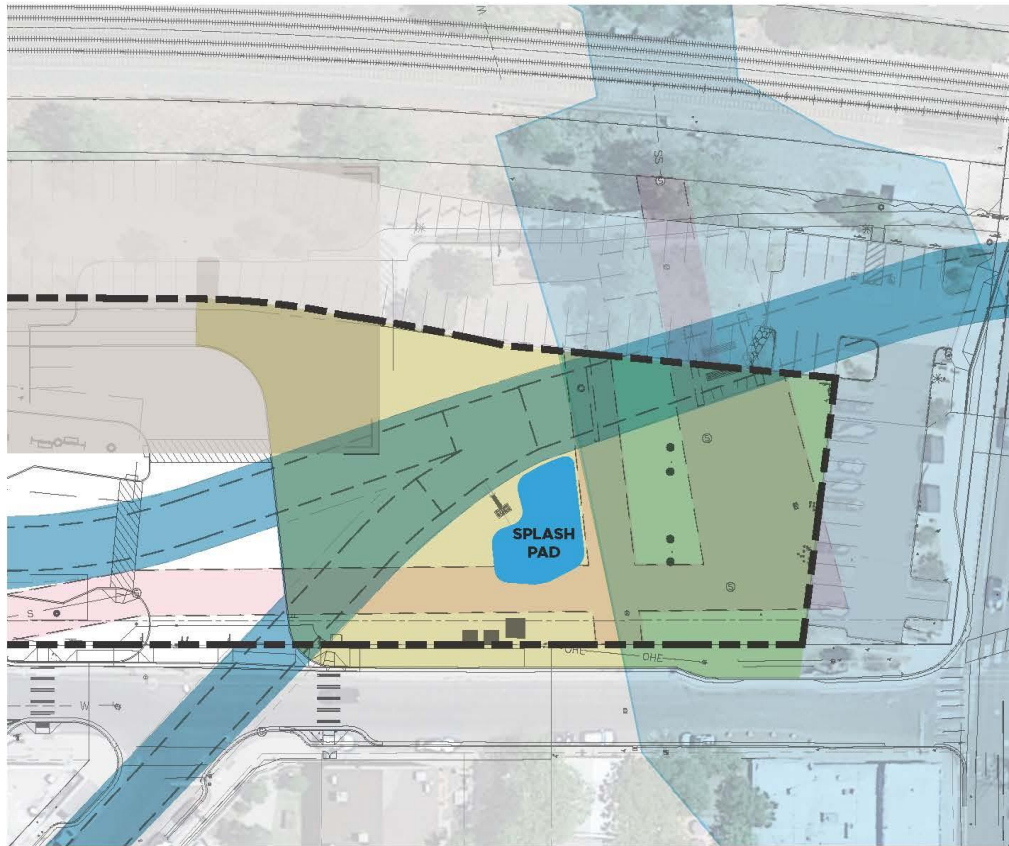


PUBLIC ART

- + SOUTHSIDE GROVE BY HADDAD DRUGAN WILL RELOCATE FROM THE DOWNTOWN CONNECTION CENTER PHASE 1 TO THE CITY OF FLAGSTAFF CIVIC SPACE



Splash Pad



INCLUSIVE SPLASH PAD

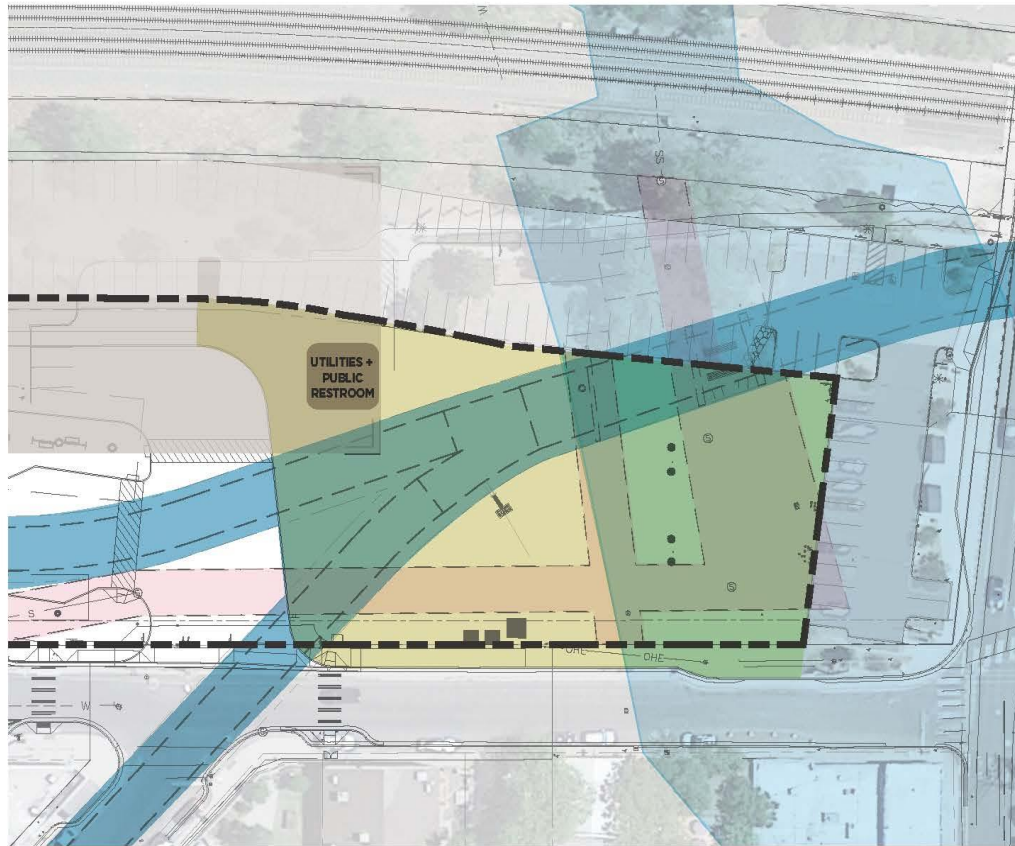
- + PROVIDE AN INCLUSIVE, UNIVERSALLY DESIGNED SPLASH PAD THAT ACTIVATES THE CIVIC SPACE WITH OR WITHOUT WATER
- + USE A RECIRCULATING SYSTEM FOR WATER CONSERVATION

PROJECT EXAMPLE: SPLASH PAD



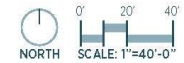
NORTH
SCALE: 1"=40'-0"

Public Restroom/Mechanical

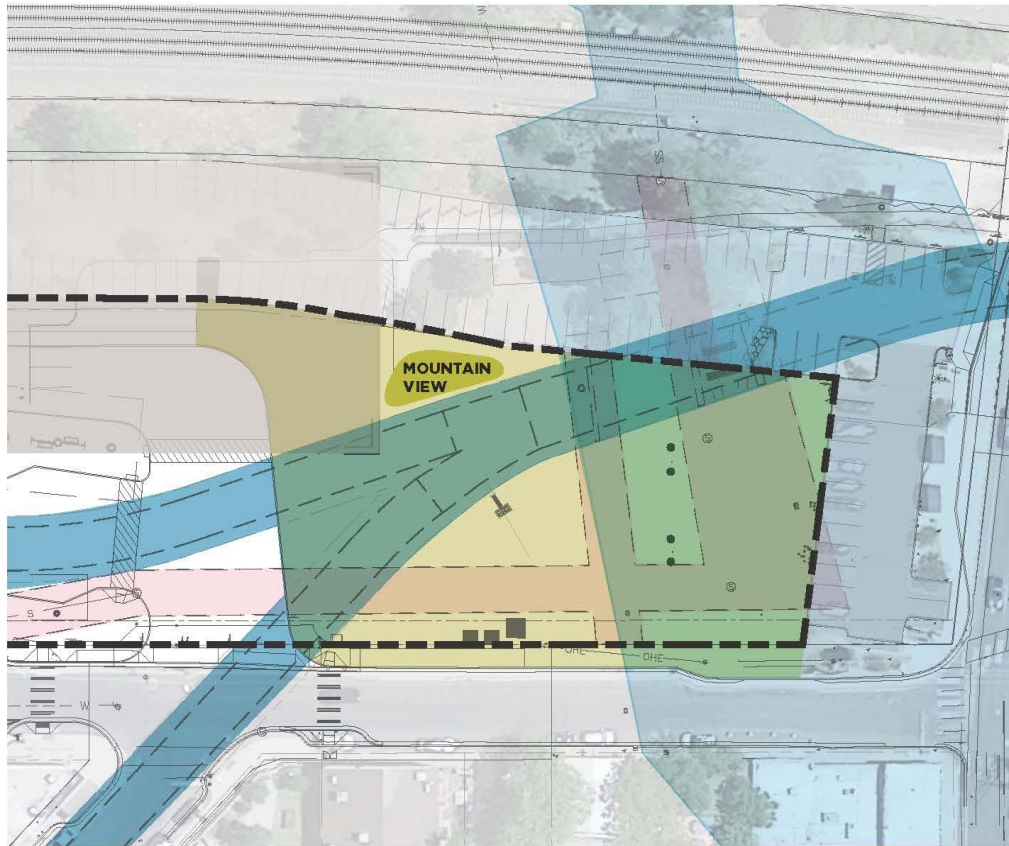


MECHANICAL BUILDING + PUBLIC RESTROOM

- + MECHANICAL EQUIPMENT WILL BE REQUIRED FOR THE SPLASH PAD
- + THIS EQUIPMENT WOULD COMBINE WELL WITH A GENDER-NEUTRAL SINGLE RESTROOM
- + A PUBLIC RESTROOM WOULD MAKE THE SPACE MORE INCLUSIVE FOR PARK USERS

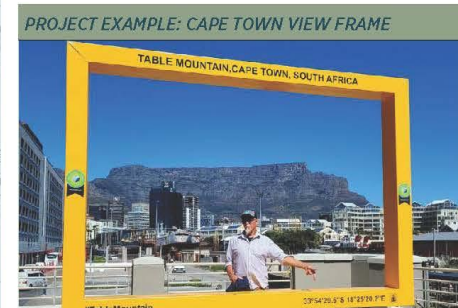


Photography Viewpoint

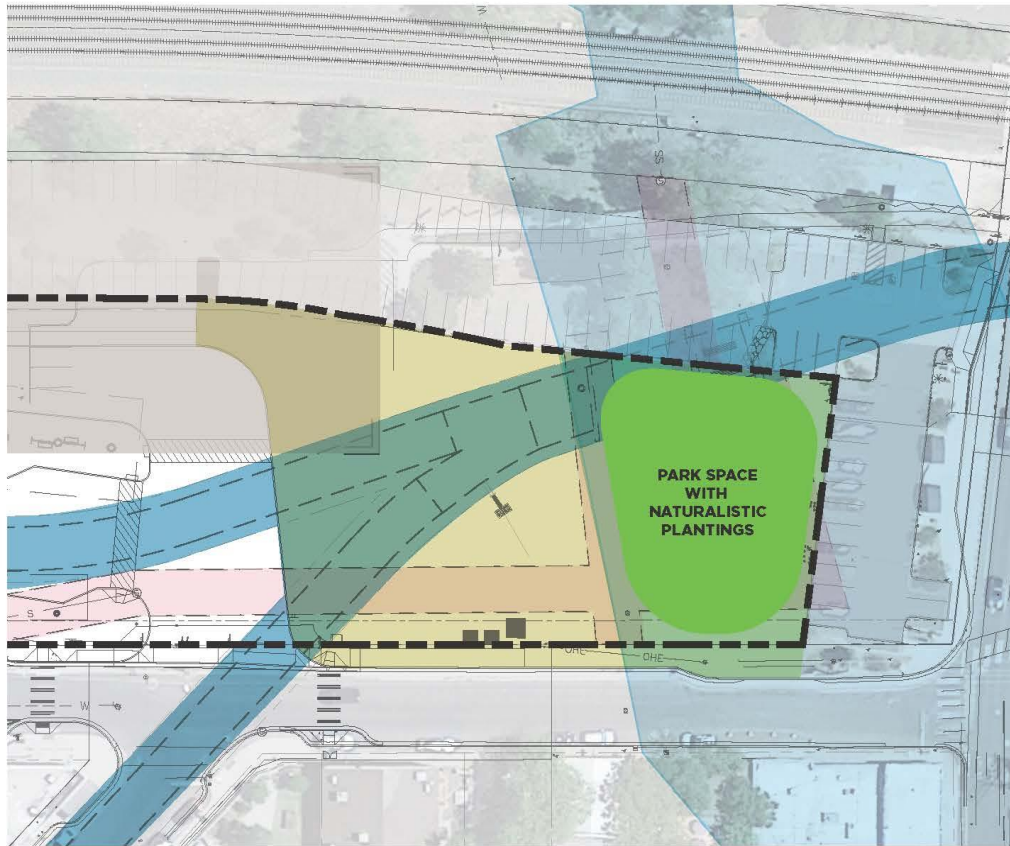


CELEBRATE MOUNTAIN VIEW

- + HIGHLIGHT THE VIEWS OF THE PEAKS WITH A BUILT FEATURE
- + THIS AREA COULD DOUBLE AS A STAGE FOR GATHERINGS AND LARGER EVENTS



Naturalized Park - Floodway

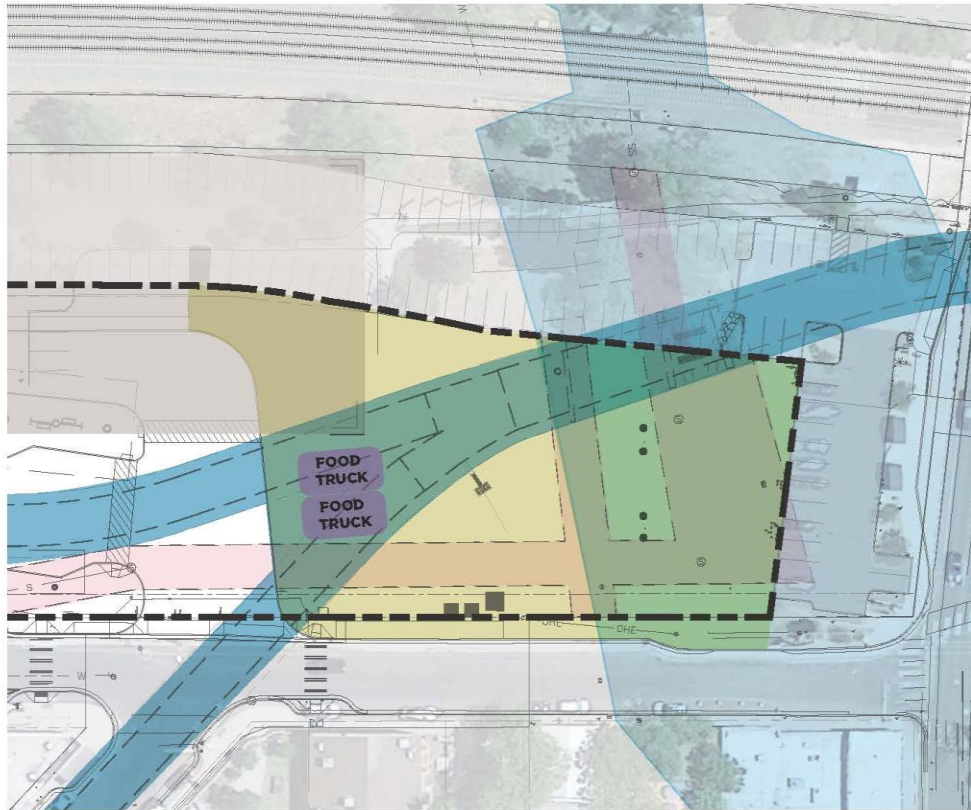


ENHANCED PARK IN THE FLOODWAY

- + UPDATE AREA WITHIN THE FLOODWAY TO NATURALLY LANDSCAPED AND INCLUDE SERENE PARK FEATURES



Food Trucks



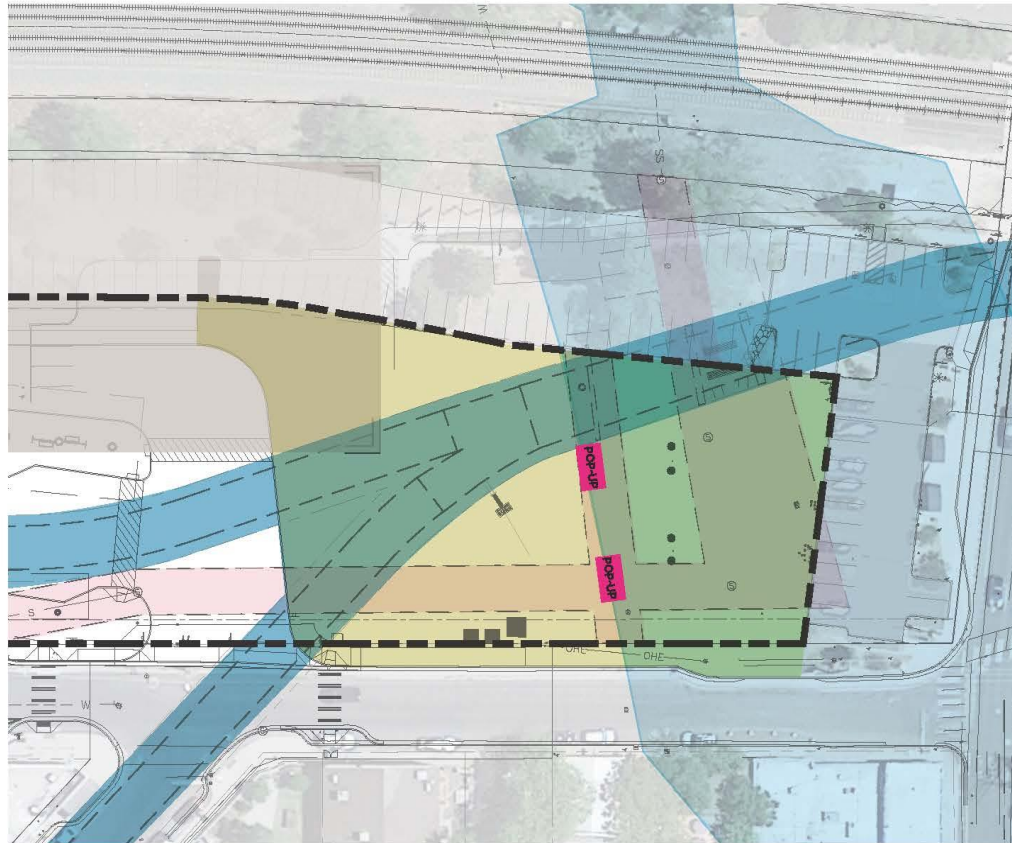
FOOD TRUCKS / CONCESSIONS

- + FOOD TRUCK PARKING PROVIDES A FLEXIBLE PROGRAM ABOVE RESTRICTIVE EASEMENTS
- + THIS CAME FROM COMMUNITY INPUT AND WAS WELL RECEIVED INITIALLY BY NEIGHBORING BUSINESSES, BUT NEEDS TO BE VETTED FURTHER

PROJECT EXAMPLE: FOOD TRUCKS ON CITY STREET



Pop-Up Stage



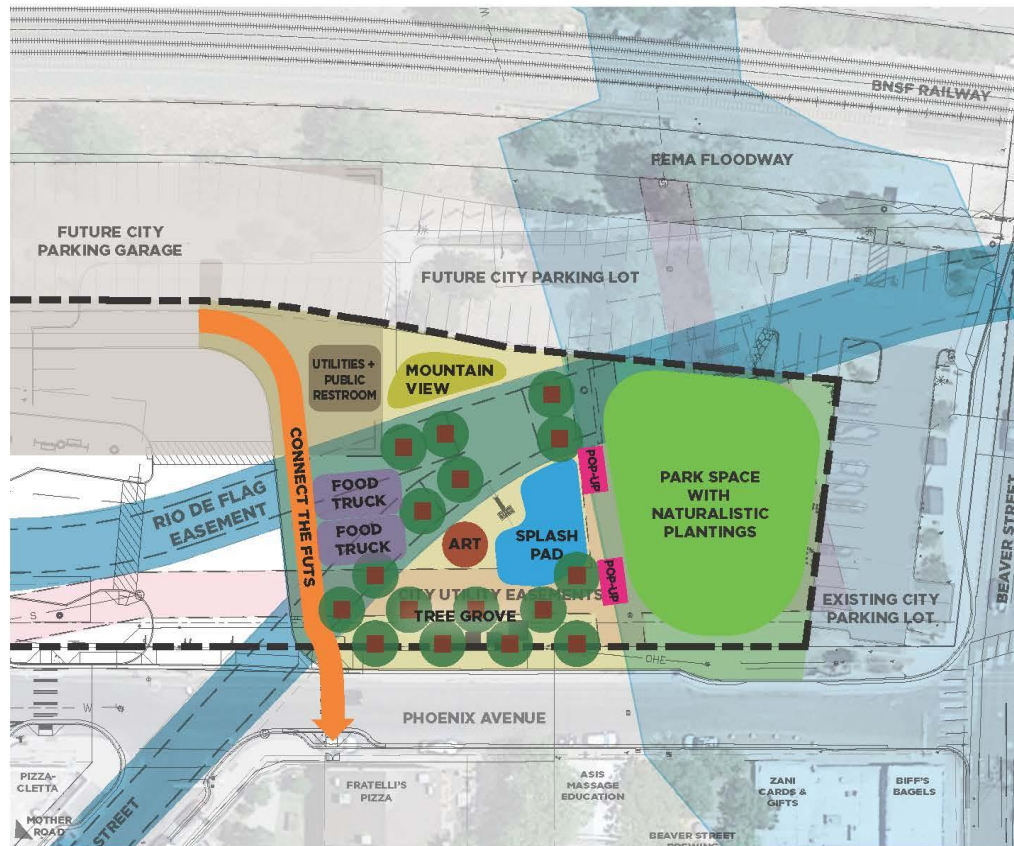
POP-UP STAGE OR CONCESSION

- + INCLUDE SPACES FOR CONCERTS AND COMMUNITY EVENTS
- + SPACES COULD BE LOCKED WHEN NOT IN USE
- + CAN HAVE MURAL OR ARTISTIC ELEMENT SO THAT THE POP-UP STAGES ARE STILL VIBRANT WHETHER CLOSED OR IN USE



Bubble Diagram – Q&A

QUESTIONS +
COMMENTS



CITY OF FLAGSTAFF CIVIC SPACE | PROGRAM CONCEPTS

02/21/2025



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Rick Tadder, Management Services Director
Co-Submitter: Patrick Brown, Purchasing Director
Date: 06/11/2025
Meeting Date: 06/17/2025



TITLE

Discussion on Scope of Work for Lived Black Experience Program Procurement

STAFF RECOMMENDED ACTION:

Provide staff direction about the scope of work outlined related procurement of services to deliver the Lived Black Experience program.

Executive Summary:

During the fiscal year 2020-21 budget process, City Council designated funding to assist the City and community with discussions and outreach related to the history the black community experience in Flagstaff and to develop and implement strategies to further awareness. The City identified a service partner to help deliver the program in August of 2020. On August 18, 2020, Council discussed a Future Agenda Item Request for a discussion for launching an extensive community dialogue that thoroughly and sufficiently explores the Black lived experience in Flagstaff, in the state, and in the nation. On December 1, 2020, Council adopted the Flagstaff's Lived Black Experience Strategic Plan (attached). The Lived Black Experience program has been running for four fiscal years. Staff is seeking a multi-year agreement which due to the amount anticipated for the contract, this requires a formal procurement. As this is a Council requested program, staff is seeking Council input for the Scope of Work related to the Request for Proposals (RFP) to assure the new contract will meet the Council expectations. Staff will present the scope of work and provide edits based on Council direction to be included in the RFP.

Information:

Staff is preparing a Request for Proposals (RFP) for a community organization to deliver services that are in alignment with the Flagstaff's Lived Black Experience Strategic Plan that was adopted by Council on December 1, 2020. As part of the program the community organization will development of a series of programs, educational outreach and focus groups aimed at creating an open dialog with the Black community of Flagstaff, and the broader Flagstaff community, in order to make positive impact within the Flagstaff Black community with the goal is to inspire conversation, collaboration, and community action policy to both address the concerns of the Black community and work toward the betterment and benefit of all of Flagstaff.

Staff has developed a draft Scope of Work based on previous contract awards related to this program and is seeking the Council's input prior to releasing the RFP. The current draft Scope of Work includes these 8 sections:

- A. Capacity Building -- Board Development
- B. Social and Criminal Justice
- C. Representation and Preservation
- D. Black Youth Perspectives and Concerns
- E. Race, Space and Segregation
- F. Health Subcommittee
- G. Economic Inclusion and Impact
- H. Lived Black Experience Service Deliverables

With Council direction, staff will complete the procurement of services and will seek Council award of a contract at the September 16, 2025 Council Meeting.

Attachments: Draft Scope of Work
 Flagstaff's Lived Black Experience Strategic Plan
 Presentation

SCOPE OF SERVICE

INTRODUCTION:

The City of Flagstaff (City) is soliciting proposals from qualified incorporated non-profit organizations, (“Contractor”) to provide Lived Black Experience (LBE) services in alignment with the Flagstaff’s Lived Black Experience Strategic Plan. This solicitation is being conducted to establish a singular contract to provide primary services related to living as a black citizen in the City of Flagstaff City (City), per the scope of services called out herein.

It is the intent of the City to award a singular contract for an initial three-year period, with the ability to renew annually at the mutual consent of the City and the Contractor. The City makes no guarantee regarding the actual amount of work requested to be performed pursuant to a resulting contract.

Anticipated Service Start Date: Pending Flagstaff City Council approval, the City anticipates that the awarded Contractor will become the City’s primary service provider as early as September 1, 2025.

BACKGROUND:

Flagstaff is located in Coconino County, Arizona at the intersection of Interstate 17 and Interstate 40. Flagstaff is the largest city in Northern Arizona and is the regional center and county seat for Coconino County, the second largest county by area in the United States. The 2024 Arizona Department of Administration population of 80,566. Flagstaff became a town in 1894, incorporated as a city in 1928 and its boundaries currently encompass an area of approximately 66 square miles. Flagstaff is nestled at the base of the San Francisco Peaks and is surrounded by one of the largest ponderosa pine forests on earth. Flagstaff drew its name from a very tall pine tree made into a flagpole in 1876 to celebrate our nation’s centennial. At nearly 7,000 feet, Flagstaff is one of the highest elevation cities in the United States.

Flagstaff operates under a council-manager form of government as provided by its Charter. The Mayor is elected at large on a non-partisan ballot for a two-year term and six City Council members are elected at large on a non-partisan ballot for four-year terms. The City Council appoints the City Manager, who has full responsibility for carrying out City Council policies and administering City operations. The City Manager, in turn, appoints City employees and division heads under service procedures specified by Charter.

SCOPE OF SERVICE:

The City is seeking proposals from qualified incorporated non-profit organizations providing LBE program services as outlined in the requirements below.

1) Requirements for providing LBE Services

The provider will develop and maintain a strategic plan that outlines these key areas addressing the needs and concerns of the Black community in Flagstaff, Arizona.

A. Capacity Building - Board Development

- Recruitment and Diversity:
 - Provider will develop a strategy to recruit diverse board members from underrepresented communities in Flagstaff.
 - Provider will develop and submit articles of incorporation to the State of Arizona on behalf of the LBE Project as the first step in establishing it as a nonprofit (501 c3)
 - Provider will develop and maintain partnerships with diverse community partners

- Provider will identify and apply for grants for the LBE program
- Training and Education:
 - Provider will host annual board retreats
 - Provider will provide workshops on nonprofit management and leadership.
- Roles and Responsibilities:
 - Provider will create a board member handbook and
 - Provider will hold regular reviews to ensure duties are fulfilled.
 - Provider will track and report program development
 - Provider will track and maintain annual program budget
- B. Social & Criminal Justice**
- Advocacy and Policy Change:
 - Provider will advocate for policy reforms and collaborate with legal aid organizations.
 - Provider will work with the US District Attorney's Office to provide training and education opportunities in Flagstaff.
 - Provider will work with the Flagstaff Police Department to continue to develop a partnership with historically Black fraternities and Sororities and establish an initiative to recruit police officers and related personnel (e.g., dispatchers) within that partnership.
 -
- Community Policing:
 - Provider will foster relationships between law enforcement and the Black community.
 - Provider will host community meetings with law enforcement
- Legal Education:
 - Provider will hold workshops on legal rights and resources.
- C. Representation and Preservation**
- Cultural Preservation:
 - Provider will document and celebrate Black history in Flagstaff.
- Media Representation:
 - Provider will ensure accurate and diverse representation of the Black community in local media.
 - Provider will promote the LBE program in social media, website and local media.
- D. Black Youth Perspectives and Concerns**
- Youth Empowerment Programs:
 - Provider will develop leadership and mentorship programs for Black youth.
 - Provider will plan, organize, and conduct a minimum of 2 (two) youth events centered around topics of interest and concern in the LBE Strategic Plan.

- Safe Spaces:
 - Provider will create inclusive spaces for Black youth to express concerns.
- Extracurricular Activities:
 - Provider will develop and offer sports, arts, and cultural programs.
 - Provider will develop and conduct Lived Black Experience Community Dialogue Series to further educate the community about the Lived Black Experience.
 - Provider will plan and host the annual Juneteenth Gala and Juneteenth Community Festival

E. Race, Space, and Segregation

- Housing Equity:
 - Provider will advocate for fair housing policies.
- Urban Planning:
 - Provider will ensure urban development considers the needs of the Black community.
- Historical Segregation:
 - Provider will provide education about the history and impact of segregation in Flagstaff.

F. Health Subcommittee

- Health Education:
 - Provider will provide workshops and resources on health and wellness.
 - Provider will organize and sponsor an annual community health fair in partnership with other community organizations in the broader Flagstaff region.
- Mental Health Support:
 - Provider will increase access and provide resources to mental health services.
- Health Disparities:
 - Provider will research and address health disparities.

G. Economic Inclusion and Impact

- Employment and Entrepreneurship:
 - Provider will provide job training and support Black-owned businesses.
- Financial Literacy:
 - Provider will conduct workshops on budgeting, investing, and wealth-building.
- Economic Advocacy:
 - Provider will advocate for policies that promote economic inclusion.

2) LBE Service Deliverables

- Reporting:
 - Provider will provide the City with budgetary allocation for the upcoming fiscal year

- Provider will provide the City detailed reporting of expenditures at the end of each fiscal year
- Provider will provide the City a list of programs available to the community
- Provider will provide a list of grants received for LBE
- Presentations:
 - Provider will present program success to the City Council

EVALUATIVE CRITERIA

I. Sections of Proposal

A. LBE Requirements (40 points)

Demonstrate that your company meets the requirements for providing a Lived Black Experience program outlined in the Scope of Services. Explain how your organization is qualified to run the program. Include your past experience and organization chart of those that will be involved in the program.

B. Program Approach (30 points)

Provide details of how your organization will approach and deliver the program. Include an anticipated schedule of meetings, events, workshops and community meetings

C. Pricing (30 points)

Provide your proposed cost with detailed budget breakdown. Include all costs for staff, board members program materials, advertising, etc.

FLAGSTAFF'S LIVED BLACK EXPERIENCE: A FORGOTTEN PEOPLE FORGING A PATH FORWARD

A Strategic Plan

Presented to

The Flagstaff City Council

Presented by

The Lived Black Experience CommUnity Coalition

FORWARD

Where does the story of Black Flagstaff begin?

The answer to this seemingly simple question is complicated by decades of lost or forgotten history, conflicting narratives, and a marked lack of engagement with the stories of Black Flagstaffians whose legacies speak of the enduring capacity for hope, the richest pursuits of positive change and cultural unity among the poorest citizenry and oft-forgotten neighborhoods. Perhaps the story begins with the belief—passed from generation to generation—that through the familial bonds of community, historical wrongs could be, if not altogether fixed, at least lessened in their varying degrees of damage. It is a tale that begins on foot, on railways, and on the “blues” pathways that merge at these majestic crossroads. And so, in striving to tell the story of a lived Black experience in a land of bewildering beauty and intractable conflict, we have been brought together through a calling to these sacred lands.

In the title of this project, and this plan, we refer to Flagstaff's Black community as a “Forgotten People” in recognition of a humanity that is too often cast into the shadows of Flagstaff's fabled history. This plan begins the acknowledgement and recognition of the work of those who have gone before, those who continue to work with us now, and those who will prevail long after we have passed. Because we come from many places and are called to settle here, we partake in what Dr. Martin Luther King, Jr. termed the “Beloved Community”: one in which society is transformed by acting on the principles of justice, inclusion, equal opportunity, and love in the midst of travail: How we can sing a song of freedom in a strange land.

We recognize that this place we call home sits at the base of the Sacred Peaks, on homelands shepherded by more than 12 Tribal Nations and Indigenous Peoples throughout this region. We honor them, their legacies, their traditions, and their past, current, and future generations who will forever call this place home.

We recognize that this dream we carry of beloved community rests on the shoulders of Black women and men who populated the historic Southside Community of Flagstaff, who worked the lumberyards and various industries through which Flagstaff historically thrived, and who continue to toil for recognition, memory, and unity.

We thank all who have partnered with us in this project, and honor those who came before, who stand in solidarity with us now, and those who will carry this torch forward into the brighter future we all dream for Flagstaff.

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CHAPTER 1: INTRODUCTION

INTRODUCTION

This project, titled “Flagstaff’s Lived Black Experience: A Forgotten People Forging a Path Forward,” is a strategic plan that is intended to become adopted within the framework of the City of Flagstaff’s ongoing development plans, policies, and procedures. A strategic plan provides essential direction, through the critical examination of the past; equal engagement with the present status of the community, systems, and structures under focus; and the development of thoughtful, purpose-driven goals, policies, and strategies for the future.

How will the Strategic Plan be used?

The strategic plan is the work of the Flagstaff Lived Black Experience Community Coalition, which operates under a mission to be a catalyst for change in the recognition, honoring, and ongoing development of the Flagstaff Black community, in order to create a better, more holistic, and more fully inclusive Flagstaff community for all. This plan carries forth the vision of cultivating a Black community in Flagstaff that is known, valued, and fully integrated into the cultural and economic development of the City and Northern Arizona region.

Through engagement with the Black community, and other community partners, this strategic plan developed as a means of inviting the forgotten Black community back to the table when it comes to Flagstaff’s development. As was stated by one participant in a community forum, and often echoed throughout the gathering of insights and input from the community: “The lived Black experience is the lived experience.” By embracing and engaging the Lived Black Experience, we endeavor to assist Flagstaff in developing, as per the vision of the City of Flagstaff, a “safe, diverse, just, vibrant, and innovative community with a unique character and quality of life for all.”

History of the Lived Black Experience Community Coalition

In June of 2020, the Southside Community Association, Coconino County African Diaspora Advisory Council (ADAC, formerly the African American Advisory Council), Northern Arizona University Ethnic Studies Program, and other community agencies and organizations partnered to commemorate Juneteenth with a virtual celebration. The commemoration event featured what was to become the first in an ongoing series of community lectures on the lived Black experience, and was celebrated within the community as a unique first exposure for many to the Black culture and community of Flagstaff. As a result, a group of like-minded community members joined in collaborative efforts to begin a series of biweekly community dialogs, streamed virtually, regarding various aspects of seldom-taught events and experiences in Black history.

It was in the midst of preparations for the Juneteenth event that the nation was rocked by the news of the killing of George Floyd, when a police officer knelt on his neck for a total of 8 minutes and 46 seconds. As nationwide protests and discourse began, so, too, did the conversation of Black lives take on new significance in Flagstaff. With protests coming to the streets of Flagstaff, and various groups speaking on behalf of the Black community of Flagstaff,

the same group of community members who took up the mantle of educating Flagstaff on various aspects of the Black experience took their endeavors a step further in creating the Lived Black Experience CommUnity Coalition. Seeing an opportunity to engage in the national elevation of Black voices, the Coalition reached out to the City of Flagstaff to pursue a partnership with the City in investing in the Africa American/Black community. Through this project and partnership, the LBEC Coalition invited Flagstaff to continue its legacy as a trailblazer in initiatives and programs furthering the quality of life for both city residents and others throughout the state. With initial outreach in June, and a formal budgetary proposal considered in late July, the City engaged the coalition to undertake this project working toward a strategic framework for truth, justice, and racial reconciliation.

Community Approach

In undertaking this strategic plan project, the LBEC Coalition engaged public participation with the following goals:

- To identify key issues of concern of the public and investigate and understand the needs and perspectives of Flagstaff community members
- To elicit the input, expertise, and knowledge of community leaders and gatekeepers
- To ensure inclusive dialog with various aspects of the Flagstaff community, actively listening to and facilitating difficult yet meaningful conversations
- To ensure that the community of impact—that is, the Flagstaff Black community—was engaged and involved throughout all phases of strategic planning and project design
- To collaboratively work with both community members and City staff and representatives to craft a plan encompassing all engaged voices and perspectives.

The title term “Flagstaff’s Forgotten People” was the result of numerous community conversations in which members of the historic and current Black community of Flagstaff expressed feelings of invisibility, disenfranchisement, disengagement, and being “hidden” from the ongoing development of Flagstaff. As the project began, the following community actions were engaged:

- The Coalition, led by the Southside Community Association, formalized partnership with community agencies including (alphabetically): City of Flagstaff, Coconino County African Diaspora Advisory Council, First Missionary Baptist Church, Flagstaff NAACP, Harbert AME Church, NAU’s Ethnic Studies Program, Phi Beta Sigma Fraternity, Inc., Riverside Church of God in Christ, Sigma Gamma Rho Sorority, Inc., and Springhill Baptist Church.
- Beginning in mid- to late-August 2020 the community was informed, through the Murdoch Community Center, of upcoming community forums (initially referred to as “town halls”), the process under which the strategic plan would be developed, and the need for community engagement in seeking insights and recommended actions.
- From mid-September through early-October 2020, community forums and focus groups were held to solicit community history, experience, and feedback.
- Community organizations, student groups, and other agencies were invited to provide feedback both by phone, participation in dialoging events, and via email at flagstafflivedblack@gmail.com.

- Feedback from community forums, focus groups, and other community conversations was compiled and drafted into a comprehensive strategic plan, for presentation to City Council in early November 2020.

Applying an Historical Lens: The Black Community of Flagstaff

There is a saying in the Akan language of West Africa: “SANKOFA ... Se wo were fi na wosan kofa a yenki.” The phrase literally translated states, “It is not taboo to go back and fetch what you forgot,” or, “Do not be afraid to go back for what was forgotten to bring it with you.” The story of this strategic plan is incomplete without the history of the Black community whose legacy, struggle, and truth we bring forward from the past to carry us through our present and into the future of Flagstaff.

African Americans first made their way into Arizonan history with the enumeration of two freed Blacks in an Arizona Territory census recorded in the early 1860s, and from this period onward made names for themselves as business owners, laborers, tradesmen and women, and entrepreneurs. Buffalo Soldiers, members of the 1866 establishment of the U.S. Colored Troops, found themselves encamped throughout northern Arizona, including service among the first to oversee, patrol, and protect early national parks. During the Great Migration of the 1940s and 1950s, at the terminus of World War II as America struck forth into a post-war era of new progress and brighter opportunities, African Americans from the rural South migrated westward in search of economic opportunity, new prospects of employment, and the dream of upward mobility. Many would continue onward to California, but some found the promise of all the above dreams fulfilled in Northern Arizona. In seeking escape from the racial discrimination of the Jim Crow South, many African Americans settled into new opportunities with the BSNF Railroad and lumber industry.

In Flagstaff, Black migrants found that despite leaving the racially oppressive South, gainful employment did not mean freedom from racial prejudices. Travel restrictions, including segregated trains and unwelcoming automotive transport, resulted in the publication of the *Negro Motorist Green Book*, more commonly known simply as the *Green Book*, in which localized listings provided documented safe havens for Black travelers; among these locations were several historic Flagstaff establishments, including the Du Beau's Motel Inn, El Rancho Flagstaff, the Nackard Inn, the Park Plaza Motel, Pearl Polk, Vandevier Lodge & Dining Room, and the Yucca Greyhound Café. Black workers found that even the picturesque mountain town of Flagstaff placed stringent limitations on the movement of Black people, resulting in the segregated community south of the tracks now known as Southside. According to historian Jack Reid, in a 2016 publication titled “‘I Wanted to Get Up and Move’: The Arizona Lumber Industry and the Great Migration,” while Flagstaff was “less overtly segregated than southern communities,” there remained a “clear separation between white and minority homes and businesses.” (Reid, *Forest History Today*, 10) Housing was sparse, yet the Black community that formed found a way to craft and cultivate community and, as George Lipsitz puts it in his book *How Racism Takes Place*, “[turn] segregation into congregation.” (Lipsitz, 51)

With the near doubling of Flagstaff's population in the 1940s, the emergence of Flagstaff's distinct cultural communities defied the both spoken and unspoken rules that segregation put upon them. As Flagstaff transformed from a small mountain town to a college environment supporting research and medical services arising out of World War II and the nuclear energy

industries, segregation entrenched itself within the Black, Native, and LatinX/HispaniX communities of Flagstaff, forcing these racial and ethnic communities to strive for visibility and success against the odds. With the railroad tracks serving as a natural buffer between the white-dominant North of Flagstaff and the multicultural South, neighborhoods became areas of comfort and commercial prosperity for Flagstaff's citizens of color, and welcoming sites for interracial dialogue and engagement. Segregation was law in 1909's Flagstaff, including in schools; the Dunbar School—named for Black poet, essayist, and playwright Paul Laurence Dunbar—served as Flagstaff's first segregated school, opening its doors in 1927. Prior to the opening of the Dunbar School, Black students received schooling at Emerson Middle School. Living history reflects on the period of segregation in Flagstaff as both limiting and enriching for the Black community; while limitations to movements were strictly adhered to, the Southside managed to develop as a thriving center for Black commerce, industry, and spiritual practices in Flagstaff. Black community members owned barbershops, beauty salons, cafes, shops, and establishments such as the Black Elks Club and El Rancho Grande. Names such as Sims, Williams, Hickman, Chapman, Dorsey, et cetera were recognized with the shared distinction of Flagstaff landmark names such as Babbitt, Weatherford, and Riordan.

Yet as the City continued to grow, the Southside faced economic decline. The termination of the lumber industry, and the relegation of Black workers to menial labor and service work, made dim the once sparkling vision of westward migration. As opportunities began to stall, so, too, did the progression of the Black community of Flagstaff. The historic location of the Dunbar School, now known as the Murdoch Community Center, stands as a living testament to the transition. When in 1954 the Flagstaff Unified School District ended de facto segregation, the Dunbar School was closed. Despite the historical lens of the positives of desegregation, it remains a strong symbol of de facto and de jure segregation's ill-effect on Black communities that with the closure of the Dunbar School came the first in a series of blows to the established Black community of Flagstaff. From the mid-1950s to the 1970s the abandoned building was allowed to fall into disrepair, until it was purchased and rehabilitated as the Murdoch Center (named in honor of Cleo Murdoch, principal of the Dunbar School from 1927 to 1940, when her post was taken by another Flagstaff icon, Wilson Riles). The Murdoch Center serves as one of few lasting monuments to the presence of Flagstaff's Black community, a symbol of the Flagstaff Black Lived Experience, and an enduring beacon of the hope that those early Black migrants brought with them to Northern Arizona for a place where they, too, could thrive in America.

CHAPTER 2:
FLAGSTAFF'S LIVED BLACK EXPERIENCE:
A FORGOTTEN PEOPLE FORGING A PATH FORWARD

FRAMEWORK FOR TOWN HALL NARRATIVES

In July of 2020, a newly formed coalition of Black community leaders, known as the Lived Black Experience CommUnity Coalition, approached the Flagstaff City Council with a proposal to collaborate on a series of forums (initially identified as “town halls”) focused on learning more about the many issues facing the Black community of Flagstaff, and addressing the rising sense of “invisibility” within this community. In August 2020, the City of Flagstaff officially partnered with the LBEC Coalition to fund the development of a series of programs aimed at creating an open dialog with the Black community of Flagstaff, and the broader Flagstaff community, in order to make positive impact within the Flagstaff Black community. The goal of these forums was to inspire conversation, collaboration, and an eventual community action policy to both address the concerns of the Black community and work toward the betterment and benefit of all of Flagstaff.

The LBEC Coalition, coordinating from a home base of the historic Murdoch Center, worked strategically to develop a series of forums and conduct various forms of outreach throughout the community to encourage attendance. The team’s outreach efforts included flyer, social media, and direct communications to various community partners; these partners included organizations such as the Flagstaff branch of the NAACP, the Coconino County African Diaspora Advisory Council and Tri-Diversity Councils, the Flagstaff Unified School District, the Southside Community Association, NAU’s Ethnic Studies Program, the four historically Black churches in Flagstaff, and individual contacts within City, County, and other community groups.

In addition to attending and participating in the community forums, community members were engaged by the following means:

- **Email** – community members were encouraged to reach out to provide ongoing feedback, questions, and dialog via email at FlagstaffLivedBlack@gmail.com
- **Focus Groups** – small focus groups were held throughout the City to engage with community members more intimately, including the historic Black churches, community organizations, the Kuttz barbershop and college, and a series of weekend focus groups held at the historic Murdoch Community Center.
- **Educational Outreach** – Outreach was made to educational institutions including the Flagstaff Unified School District, Northern Arizona University, the NAU Black Student Union, and several panhellenic fraternity and sorority groups within the Flagstaff community

Key Dates and Topics

The community forums were structured to include a welcome message, policy briefs reviewing and summarizing key issues identified within the Black community, a period of Questions and Answers with the policy brief authors, and facilitated discussions in small groups addressing various key questions identified ahead of and throughout the

conversations. The following represents the schedule of the forums, all of which took place as scheduled:

Social & Criminal Justice – Pastor Gerald Richard

Thursday, September 17th

5:30 – 7:00 p.m.

Black Representation & Preservation – Rev. Bernadine Lewis

Saturday, September 19th

4:30 – 6:00 p.m.

Black Youth Perspectives & Concerns – Mr. Warren Brown

Thursday, September 24th

5:30 – 7:00 p.m.

Black Economic Inclusion & Impact – Ms. Khara House

Saturday, September 26th

4:30 – 6:00 p.m.

Race, Space & Segregation – Dr. Ricardo Guthrie

Thursday, October 1st

5:30 – 7:00 p.m.

Mental & Behavioral Health – Mr. Jermaine Barkley

Saturday, October 3rd

4:30 – 6:00 p.m.

Due to the COVID-19 pandemic, all town halls were held via Zoom; a final series of in-person town halls were offered on Saturday, October 17th, with social distancing and masking required, at the historic Murdoch Community Center (203 E Brannen Ave).

SOCIAL & CRIMINAL JUSTICE

Pastor Gerald Richard



ISSUE STATEMENT

WE UNDERSTAND that the broader social and criminal justice concerns of police brutality are not the central issues facing Black Flagstaff community members; however, statistical data bears out a clear discrepancy in Black **representation** within the Flagstaff criminal justice system. A lack of **diversity** and representation within the local criminal justice system reflects a disparity in how both Black and other community members of color both view and anticipate likely outcomes of interactions with this system.



BACKGROUND

According to the United States Census Bureau Flagstaff's estimated population as of July 1, 2019 was 75,038 people. The following is the race and Hispanic origin breakdown:

- White alone 78%
- Black or African American alone 2.3%
- American Indian and Alaska Native alone 8.8%
- Asian alone 3.2%
- Native Hawaiian and Other Pacific Islander alone 0.2%
- Two or more races 4.6%
- Hispanic or Latino 19.0%
- White alone, not Hispanic or Latino 64.2%

The number of African Americans arrested by the Flagstaff Police Department in 2019 was 4.0%, with the highest being in the areas of shoplifting (6%), disorderly conduct (4%) and aggravated assault (4%). Domestic violence was at 3%. All other offenses were 2% or less.

The number of officers is only 1.52 per 1,000 people, which is low. As of 2020, the Flagstaff Police Department reported zero Black officers or civilian personnel.

A recent presentation provided to the Flagstaff City Council discussed the potential for training for officers in the way of implicit bias, racial profiling, et cetera. Still outstanding is the question of what training civilians receive in these areas.

CONTEXTUALIZATION

To distinguish the terminology of this discourse, it is important to note the difference between the concepts of social justice and criminal justice. Social Justice, generally speaking, is the overarching principle of right and wrong in society; it is our broadly accepted societal definition of what is fair and unfair. Criminal Justice, a specific subset of Social Justice, is the specific principle of what is right and wrong, fair and unfair, according to the law. The two principles are intrinsically linked. What we are questioning in this dialog is whether the criminal justice system in Flagstaff has the tools, resources, and methodologies in place to fully address questions of **equity**, fairness, and justice within the African American community of Flagstaff. We recognize the engagement of the local criminal justice system with the African American community as an essential part of the ongoing, broader conversation of criminal justice within Flagstaff.

Recent conversations in Flagstaff regarding policing and engagement of the Black community with the local criminal justice system have focused on the nature of interactions with the police, budgetary concerns, salaries and wages, etc. Recently, the Flagstaff Unified School District Anti-Racism task force shared a potential goal of adding School Resource Officers as part of their efforts to ensure more positive interaction with African American children. However, further positive programming—i.e. a Police Athletic League, or other programs geared toward positive interactions with African American youth—have not yet been publicly presented.

The police are only one link in the criminal justice system. Statistics of the racial/ethnic breakdown of staff and similar breakdowns of the number of cases filed and prosecuted, the number of guilty and no contest pleas, and a statistical analysis of convictions by courts and juries are further focuses that might be engaged as the City continues this ongoing discussion. Demographics within the broader criminal justice system, including various prosecutors' offices and other local/county/state offices and attorneys and staff, the defense bar and their staff, and the judicial framework (judges, clerks, staff, etc) within Flagstaff and Coconino County courts are further insights that might weigh on our understanding of the full breadth of the criminal justice system's engagement with the African American community.

This is not a one-time-fix-all effort. This conversation will include a commitment to outlining a workable, flexible plan for the next 5-10 years. This includes a commitment from all levels of the community, from the top levels of city officials to the citizen level. The broader goal is to work to abolish systemic racism in Flagstaff's socio-economic and justice systems.

KEY QUESTIONS

- WHAT do you feel are the primary Social and Criminal Justice concerns facing the Black community of Flagstaff?

- WHAT direct experience(s) have you had with law enforcement or the criminal justice system in Flagstaff, if any?
- WHAT do you feel needs to change in order to ensure continued positive development of the Flagstaff community in this area?
- WHAT does change look like to you when it comes to Social and Criminal justice?

Resources

- Flagstaff Police Department Report to City Council (2020)
- National Registry of Exonerations Report, *Government Misconduct and Convicting the Innocent: The Role of Prosecutors, Police and Other Law Enforcement* (2020)
- United States Department of Justice Civil Rights Division Report: Investigation of the Ferguson Police Department (2015)

COMMUNITY FORUM OUTCOMES

There was a marked desire to see increased community engagement, including specific programs partnering the Police Department with the community and increased efforts from the Flagstaff Police Department to develop positive relationships within the community. Participants noted the importance of peace officers living in the community, and engaging with various community groups. The community emphasized the distinction between **defunding** and “**de-policing**,” with a communal trend toward a desire for de-policing.

When asked specifically what needs to change within the community to create positive, meaningful, long-lasting impact, several concepts were shared, including:

- Opportunities for rehabilitation versus “retribution”
- Questioning the process – focus on **restorative justice**
- Internal and community examinations of “who we give the benefit of the doubt to” (implicit biases)
- The “exercise of discretion” in the implementation of criminal charges; i.e. community members wanted more direction input in recommending against punitive criminal charges with greater emphasis on restorative justice
- Introducing young, underrepresented citizens to the law for the purposes of recruitment, increased diversity, and to ensure understanding of how to engage with the legal system
- Ensuring training within the criminal justice system in diversity, inclusion, implicit bias, etc.

The answer to creating meaningful change in this area can be broken down into three target areas:

1. Unlearning Racism: starting in the home, community, and institutions; this includes classrooms, workplaces, courts, jail and prison systems, etc.
2. Updating “relic-like” laws that perpetuate systems of **institutional racism**
3. Undergoing Ongoing, Mandatory Diversity Training for all employees

There was also a desire to see increased personal relationships with the Flagstaff Police Department and the Black community. It was noted by participants that because of individual relationships with the police in Flagstaff, in some cases, the perceived “edge” was less in encounters.

Participants called for recognition of the system beyond racism, defined by one participant as the “American caste system, in which the Black man [or woman] is the lowest class citizen.” Participants desired to see assurances that “there is value for people of color” within the community. Likewise, participants called for recognition of “**white psychology**,” defined as the disconnect that exists between what is in front of someone and what is conditioned through “institutional reinforcements.”

There was general consensus that the Black population of Flagstaff may be underrepresented numerically by Census and local data collections, but overrepresented in incidents of law enforcement interactions.

REPRESENTATION & PRESERVATION Rev. Bernadine Lewis



ISSUE STATEMENT

DESPITE THE documented historical impact of Black communities on the cultural, economic and broader community development of Flagstaff, there are few to no statements, placards, or other displays recognizing these contributions. We recognize the importance of representation and preservation of Black culture and Black communal wisdom in both recognizing the fully contextualized history of Flagstaff and pursuing an ongoing diversity in the development of the Flagstaff community at large.

BACKGROUND

Through these town halls, the Coalition wants to move the Flagstaff Community from actively listening to supporting its Black representation and preservation with moral conviction, personal involvement, and the investment of tangible and financial resources.



Flagstaff, Arizona, not unlike most American towns, reflects a complex story of America's tangled understanding of its racial history. Compounded to this is also the challenge of persuading City leadership to invest in measures that support the representation, resilience, and historical preservation of Flagstaff's past, present, and future Black culture and lives. Given the disparity of Black wealth and political influence, we as African-diaspora people must move beyond the pain and frustration while still seeking to be seated at the table of equality. As we take our seats, we are still finding our voice to ask that our intellectual and artistic contributions and blood, sweat, and tears be fully validated and acknowledged as America's history. Also, today, we are asking this in the bitter memory of our African ancestors who were bought and sold here, and with whipped backs, toiled as free labor to build these United States of America.

Historically, a northern Arizona town's first census in 1860 counted twenty-one 'Freed Black Male[s] or Female[s].' Africana people have been in Flagstaff since the 1880s when men arrived here to work on the railroad. In the 1920s, a significant number of Black people would migrate to Flagstaff to work as lumberjacks. Black people came here to find better lives for their families. They found other work as miners, farmhands, housekeepers, cooks, shopkeepers, and ultimately, teachers, school administrators, and what was then referred to as secretaries.

The Black population has never been one of vast numbers. However, our presence in the Community was not what many of us describe today as being "invisible" in a population of seventy thousand residents.

The newly formed Lived Black Experience Community Coalition are twelve members who currently reside or have resided in Flagstaff. Our mission to create discussions that educate, enlighten, and inform our acquaintances, friends, and neighbors of other ethnicities, but primarily of European -American descent, about our our-story and experiences while living black in Flagstaff.

Following are several key historical aspects of Flagstaff's Black/African-American community:

African-Americans in Flagstaff have primarily lived the Southside and Pine Knoll areas. Many of the homes where Black people resided are still owned by the original family, but the owner no longer lives in Flagstaff.

Black representation and preservation cannot be discussed without mention of the Black church, which has always been the community center. The Black church has historically served as both the school site and place for social functions. During the week, the Black church has been the daycare center and preschool, and provides meals to the clergy and its congregants, community, and people without homes. Some Black churches also have a prison ministry that assists newly released prisoners with finding housing, clothing for interviews, and securing job placement. Most importantly, the Black church provided childcare during the summer with Vacation Bible School and was historically the meeting place during the Civil Rights Movement.

On Sundays, the church becomes a place of fellowship, praise and worship, while also providing spiritual guidance and healing.

Flagstaff has four historically African-American churches:

- First Missionary Baptist where Evangelist Shirley Sims is the Assistant Minister (219 South Elden Street)
- Springhill Baptist Church led by second-generation church Pastor Cemie Clayton (624 South O'Leary Street)
- Riverside Church of God in Christ (419 South Verde Street)
- Harbert AME Church (424 South San Francisco Street)

REPRESENTATION & PRESERVATION QUICK FACTS:

- > Historical evidence reflects a Black/African-American presence in Flagstaff since its early history
- > Little recognition or representation of the Black Cultural Heritage of Flagstaff exists
- > Most communities have social clubs, bars, and restaurants representing the different ethnic cultures in that town
- > Recent community dialogues have sparked the question of how/why the representation of Black culture in Flagstaff have largely been "erased," and how to reinvigorate representation going forward

The Black community has always had businesses that provide services unique to the culture. For example, there were black barbershops and hair salons, hat shops, butcher shops that sold meats like chicken gizzards, chitlins', fatback, oxtails, and turkey wings. Black people have always owned restaurants specializing in soul food cuisine, which traditionally includes collard greens, lima beans, okra, and black-eyed peas complemented with white rice and gravy, macaroni and cheese, buttermilk biscuits, or cornbread.



While most of Flagstaff's Black men were lumberjacks, railroad men, and miners, the women, like most in the African-American culture, were laundresses, shopkeepers, cooks, seamstresses, nurses, and maids. Those fortunate enough to complete specialized studies or four-year colleges became then called secretaries and schoolteachers.

Some Black men found a decent living becoming personal drivers and lawn care workers to the wealthy or maintenance workers at schools and businesses. Very few Negroes were able to attend college after graduating high school. Most Black men completed college degrees after returning home from WWII.

Flagstaff had an Elks Lodge and Black Masonic Hall. It should be noted that European-American Masons and Shriners met in a separate hall. The Benevolent and Protective Order of the Elks of the World is an African-American fraternal order that was established in 1897 in the United States. The Elks Order is said to have descended from the Free African Society, the first formal Black society in America. When traveling or moving to a new city or state, Negro people would seek to find an Elks Lodge for dining, lodging assistance, and trusted guidance and advice while traveling.

These lodges were listed in the Negro Motorist Green Book, an annual guidebook used by Black travelers to navigate Arizona during Jim Crow. The guidebook featured Black-owned businesses and hotels, gas stations, restaurants, barbershops and beauty parlors, and dance-halls where Negro people were welcomed. Flagstaff had listings for rooming houses that also provided meals. The Sims family, one of the few remaining longtime black Flagstaff families, now owns the historic Elks Club location on San Francisco Street.

CONTEXTUALIZATION

Despite the rich historical tapestry of Black/African-American culture in Flagstaff, there remain few physical representations of this culture to date. As part of this ongoing conversation, we seek to examine how this “erasure” has happened, recognize the significance of this history, and move forward in ways that recognize, honor, and preserve the legacy of Black culture in Flagstaff’s ever evolving story. To provide a contextual framework for this discussion, we will look at the lingering representations of Black culture in Flagstaff, and question the limitations thereof:

There are only two brick and mortar representations of African-American/Black businesses in Flagstaff – a barbershop and a co-op market that assists in launching retail and food businesses. Flagstaff’s other Black businesses are operated from the proprietor’s home. While there may be others, the following are the only known businesses to longtime Black Flagstaff residents:

1. **Dirty Bird Spices** is owned by **Brandon Billings-Reber** (2703 North 1st Street)
2. **Destiney’s Creations**, offering homemade bath and body products and handmade greeting cards, was created and is owned by **Coral and Destiney Evans**; products are available at the Market of Dreams located at 2532 East 7th Avenue, and other local retailers
3. **Elijah Smith** provides DJ services for private parties and special events
4. **Gallyvant/Jewelry, Women’s Clothing, and Accessories** is owned by **Kim Robinson**; this business transitioned from a downtown Flagstaff brick and mortar business to an online and mobile business
5. **Jerry Nichols** is a local musician (**DuB and Down with the Blues**), personal designer clothing line, and food caterer
6. **Kutz Barber Shop and College** is owned by **Jabar Nichols** (2219 East 7th Avenue)
7. Black communities have always had its celebrated soul food chefs who do catering for church fundraisers and special events (i.e., baby showers, wedding receptions, and the family dinners served after a funeral service). **Ms. Sissy Hickman’s** culinary skills are well known throughout the Flagstaff African-American community.

Next to Black spirituality and religion, Black culture uses the Arts to tell “our-story,” through drawing and painting, literature, poetry, music, and theatre. The only artistic evidence of African-American cultural preservation in Flagstaff is a mural on the Murdoch Community Center wall, originally the Dunbar School site, a formerly segregated elementary school named after African-American poet Paul Laurence Dunbar. The mural depicts Black community leaders and influencers from the Segregation era. If one did not drive or walk down East Brennen Avenue, they may never know that people of African descent are somehow connected to Flagstaff.

We are grateful to then community activist, Mayor Coral Evans, for organizing

community members to save the Murdoch Center, and our Community Chieftess, Ms. Deborah Harris, for being the Preservationist of the Murdoch and the scattered history of Black Flagstaff.

Our community is incredibly grateful to Dr. Ricardo Guthrie, whose artistic vision brought together the combined talents of other local artists, students, and community members to complete the mural in 2011.

It is not uncommon for communities to recognize and celebrate their artists with a gathering space to protect these sacred objects for many years to come. Today we ask if you know the following Black artists, and have you seen their art somewhere in Flagstaff?

- Debra Edgerton, NAU Assistant Professor, School of Art
- Dr. Ricardo Guthrie, Associate Professor, Department of Ethnic Studies (currently on Sabbatical)
- Professor Franklin Willis, NAU Professor, School of Art¹

The Murdoch Community Center is where we gather to celebrate King Day, Black History Month, Juneteenth, and Kwanzaa. We gather there to celebrate our achievements. We meet there to plan our strategies for obtaining equality and our plans to become visible in a City that does not have at least one street named after a well-known African-American (see note below). However, there is a downtown street and local beer brewery named after celebrated scientist and public racist, Louis Agassiz.

Meanwhile, the NAACP also holds their monthly meetings at the Murdoch. Those walls contain class lectures, Southside Community Association discussions, and memories of birthday, graduation, and wedding celebrations. It is a space that taught young community leaders how to respond to, "but all lives matter." The Murdoch has been a preschool from Monday to Friday, a blues hall featuring Winslow's Tommy Dukes on Saturday evening, and a church on Sunday. The Murdoch is whatever we need it to be at the time we need it.



Most communities have social clubs, bars, and restaurants representing the different ethnic cultures in that town. These elements are notably missing within the Flagstaff community.

In conclusion, we leave you with questions raised by the African-American community of Flagstaff: Where is Flagstaff's jazz, rhythm and blues club, soul food restaurant, retailers that showcase the fashion and products that our culture heavily influences in the media and on the runways. Where is the Flagstaff Black Cultural Center? When will Aida, Porgy and Bess, The Wiz, Ladysmith Black Mombasa, and the Alvin Ailey Dance Theatre perform in Flagstaff? Can we plan to have Flagstaff's first annual African Arts and Food Festival in downtown Heritage Square?

¹ Note: There is another Black painter (name unknown) recently brought to the author's attention in Flagstaff's La Plaza Vieja.

If Black lives matter in Flagstaff, its leadership must establish tangible evidence of this in its schools, businesses, food and beverage establishments, social and recreational activities, and the tourist industry. There needs to be an ongoing project to record and preserve the City and all of northern Arizona's Black history in one place. Most importantly, the City's Economic Development needs to encourage, support, and nurture Black businesses in prime areas that include downtown, Route 66, and Fourth Street. Cultural and artistic activities should also be included on the City's calendar.

This discussion is meant to spark a commitment to support the representation, resilience, and historical preservation of the past, present, and future Black culture and lives. Again, through these town halls, the Coalition wants to move the Flagstaff Community from actively listening to supporting its Black/African-American representation and preservation with moral conviction, personal involvement, and the investment of tangible and financial resources.

KEY QUESTIONS

- WHAT representations of the Arts, culture, and the unique development of community have you seen, if any, that are specific to the Black community in Flagstaff?
- WHAT historical, artistic, or other significant moments or representations are you aware of that are lacking within the portrayal and/or recognition of the Black community of Flagstaff?
- HOW can we, together, create a visible Black presence in Flagstaff?
- WHAT do you feel needs to change in order to ensure continued positive development of the Flagstaff community in this area?
- WHAT does change look like to you when it comes to Representation and Preservation for Flagstaff's Black community?

COMMUNITY FORUM OUTCOMES

Great emphasis was placed on the need for cultural representation and recognition for the Black community of Flagstaff. Community members noted that they had previously not thought about the lack of Black representation in the community culture and historical preservation of Flagstaff; the conversation during the townhall led to a distinct recognition of the lack of such representation, and a sense that the community is “incomplete” without it.

When asked what change looks like when it comes to representation and preservation for Flagstaff's Black community, community feedback included:

- Recommendations for a cultural festival in Heritage Square to bring knowledge of the Black community
- More activities during Black History Month
- Looking into having some of Flagstaff's city signage changed to recognize, honor, and commemorate important figures within the history of Flagstaff and Northern Arizona
- Recognizing the “food ways and folk ways” of the Black community. It was noted that “all the things [Black people] do show our presence, although we might not see it in the built environment.” A recommendation was made in connection to this idea wherein the built environments within Flagstaff would recognize and reflect the Black presence, as historically functions in the City of Flagstaff “have not paid attention to” the cultural customs of Flagstaff's Black community
- Providing funding and support pathways to celebrate and recognize the “food ways, folk ways, and cultural impacts” of the Flagstaff Black community
- Finding ways to decrease the revolving door of Black enterprise and impact in the community; it was noted that Black economic enterprises often cannot sustain a presence in Flagstaff due to high costs of living and limited industry opportunities.
- Having the City's administration recognize all of the above.

When asked what needs to change in order to ensure continued positive development of the Black Flagstaff community in regards to representation and preservation, key feedback included:

1. Buy-In from City Leadership – The work of recognizing and ensuring representation and preservation of the Black community requires buy-in from the City, both financially and physically in participation, partnerships, and ongoing engagement.
2. Encouraging Community Accomplishment – It is essential that community members also buy-in, and partner with the Black community to raise awareness, bring knowledge, and celebrate culture.
3. Creating Awareness for Invisible Businesses – Community members need education on how to help, get involved, etc. There also needs to be enhanced visibility for the Black community, including getting messaging out to church groups, community members and organizations, etc.

4. Extra-Cultural Education – The education that people who aren't part of the Black Culture receive is very important, as trying to show empathy for a group you are unaware of is difficult.
5. Community Collaboration – A member of Council noted that the City should be “working toward implementation and meaningful change, [and] embracing this beautiful culture we're talking about.”
6. Cultural Showcases – There is a need to elevate cultural events that celebrate Black culture; the example was shared of the fact that in other areas of the country, events such as Juneteenth are major celebrations. There should be a showcasing of the music, the food, and so forth from the Black community, as well as representative and culturally celebratory mural art.
7. Sharing the “Lived Experience” – Community members noted that “the Black lived experience *is* the lived experience; there's no shame in saying Black Lives Matter because if all lives matter then Black lives must matter.”

A key element of the discussion focused on historical moments, artistic representations, et cetera that are lacking in the portrayal of the Black community of Flagstaff.

Community members noted the need to recognize the Black lumberjack history of Flagstaff, and contributions to the sawmill and lumber legacies of the City. The lack of publicly accessible information on Black history in Flagstaff was noted; community members recommended creating a special section of the Flagstaff Public Library to archive the Black history of Flagstaff, and incorporate this literature and learning into the FPL summer reading series. Community members expressed a desire to see an “embodiment of Black culture in the community,” as otherwise the historical knowledge and sources regarding the Black community have been stored in special collections that remain uncommon knowledge.

Two distinct cultural centers and landmarks were recognized throughout the community dialogue. First, the importance and continued impact of the Murdoch Community Center was recognized. There was a marked desire to see the Murdoch Community Center serve as both a cultural landmark and cultural center for the Black community of Flagstaff.

Secondly, it was noted that there was once a Buffalo Soldier Museum in Flagstaff. The museum is believed to have been built in the 1980s to commemorate the Buffalo Soldier encampment historically based in Flagstaff; the museum was later torn down to facilitate the building of a library. The collection was disbursed throughout the country, with the noted intention that in three to five years the City of Flagstaff would designate a new, permanent location for the museum; this, sadly, never took place, and it is believed that the ability of the City to reclaim and restore the original historical collection is seriously diminished, if not altogether lost. There was a desire to see the museum, at the very least, memorialized, if not to see the City's promise fulfilled in restoring the museum outright. It was recommended that the City preserve the history of the Buffalo soldiers in Flagstaff; houses still exist that speak to this history, as well as information in the City archives and Pioneer Museum.

Finally, community members spoke of the social infrastructure of the community. Ways to enhance this infrastructure included

Flagstaff's Lived Black Experience Strategic Plan

- Before and after-school programs
- A vibrant art community
- Broadband internet connectivity throughout the City, including the historic Southside community; and
- Methodology(-ies) to promote and uplift all cultural representation within the community

A closing thought presented during the community dialog stated: “If we continue to gentrify the City in the way it is being done, it will become a beautiful place without a beautiful [cultural] vibe.” The community expressed a desire to see Flagstaff “beautified” through cultural representation and infrastructural changes to create enhanced visibility of the Black community, thereby elevating an important, yet to date missing, aspect of Flagstaff’s broader community.



ISSUE STATEMENT

AS WE ENGAGE in historical conversations about the Black community presence in Flagstaff, we also understand the important future-forward engagement of young voices, issues, and concerns for continued progress. Recognizing the significance of the critical life stage of youth, particularly for young Black members of the Flagstaff community, and the unique perspective they offer to local issues and development, we also recognize the importance of continuously engaging young people and their perspectives on the development of the Black community in Flagstaff.



BACKGROUND

To provide background on the issues and concerns facing youth in Flagstaff, the work of the Flagstaff Community Policy Trust (“the Trust”) was examined. The Trust is a group of former elected officials and community leaders that come together to analyze a community issue or topic. The Trust was established in 2017 by Flagstaff Mayor Coral Evans. Individuals are selected to participate in periodic Trust meetings based on knowledge and expertise in the topic of interest. The Trust also serves as an opportunity to provide continuity about the history and purpose of long-term policy goals from those no longer in office, and, with each meeting pertaining to a specific topic, it provides valuable insight regarding effective policy solutions to ongoing issues.

FLAGSTAFF, ARIZONA 2010 CENSUS DATA

Population estimates (7/1/19):
75,038

Persons > 5 <18 years: 17.90%

White alone: 78.00%

Black or African American
alone: 2.30%

American Indian and Alaska
Native alone: 8.60%

Asian alone: 3.20%

Native Hawaiian and Other
Pacific Islander alone: 0.20%

Two or More Races: 4.60%

Hispanic or Latino: 19.00%

The Trust used the 40 Developmental Assets as a reference to guide Trust participants in evaluating community efforts toward building healthy skills in Flagstaff youth. Created in 1990 by the Search Institute, these developmental assets identify a set of skills, experiences, relationships and behaviors that enable youth to grow into successful, healthy, adults. The Developmental Assets framework is initially divided into two categories, External and Internal. Each category is further divided into more specific assets. This asset framework helps users assess the needs of youth in their respective communities.

The members of the Trust who participated in a specific conversation on Youth Opportunities and Challenges were:

- Dan Musselman Deputy Chief for the City of Flagstaff Police Department.
- Donnie Jones Sunnyside Neighborhood Association
- Mayor Coral Evans Mayor of Flagstaff, was formerly Vice Mayor, a former City Council Member, and founder of the Policy Trust.
- Danny Neal Retired Director of the Hal Jensen Recreation Center.
- Stephanie Jefferson Board Member for the Sunnyside Neighborhood Association.
- Peter Van Wyck Regional Director for “First Things First”
- The Hon. Margaret McCullough, Presiding Judge of Coconino County Juvenile Court
- Amanda Kristinat CEO of the Boys and Girls Club of Flagstaff.
- Liz Archuleta Chair of the Coconino County Board of Supervisors, District #2
- Bryon Matsuda Director of Coconino County Juvenile Court Services.
- Kara Kelty Clerk for FUSD & former Flagstaff City Council Member

DATA

FUSD Demographics by Sex

Male: 52.1%

Female: 47.9%

Socioeconomic Demographics

* 40.7% of students in the district receive Free and Reduced-priced Lunch (FRPL) *[The data for this corresponding statistic were not broken down by ethnicity]*

Demographics (Disciplinary)

* Black students comprised 2% of the total in school suspensions, 2.2% of out of school suspensions, and 3.5% referrals to law enforcement, and 0.0% of expulsions across the district.

* Biracial/Multiracial comprised 8.1% of in school suspensions, 5.7% of out of school suspensions, 1.7% of referrals to law enforcement, and 13.3% of expulsions across the

CONTEXTUALIZATION

In a report from the Youth Opportunities and Challenges meeting of the Trust, it was shared that while Trust participants generally agreed that Flagstaff has done “great work

giving youth the tools, programs and attention they need to help them succeed in life,” there was also a need to acknowledge that “more work is needed to ensure all Flagstaff youth are cared for and fully represented in the community. Specific challenges faced by Flagstaff youth included:

1. Family Experience
2. Economic Challenges, and
3. General Inclusiveness

Recommended solutions included increased communication, positive community attitudes and influence, education and educational opportunity, family support, and increased outreach. One of the two strongest recommendations brought forward during the discussion was the re-establishment of the City of Flagstaff Youth Commission; in 2019 the Flagstaff City Council began discussions to reestablish the committee, and formally moved forward with that action in Spring 2020. The second key recommendation was the establishment of an effort to secure assets for our community youth based on the 40 developmental assets model.

KEY QUESTIONS

- WHAT are creative ways to fund youth programs in general in the Flagstaff community?
- WERE you aware of the Flagstaff Youth Commission? Why do you think it was stopped? What will it take to revive it in a form that is relevant, effective and inclusive of the Black Lived experience?
- WHAT direct experience(s) have you had with youth programs, initiatives, or other factors impacting the young Black members of the Flagstaff community, if any?
- ARE you aware of local resources aimed at youth and families (i.e. free public transportation services, prevention and crisis intervention services, etc.)? Are they provided equitably and inclusively?
- WHAT do you feel needs to change in order to ensure continued positive development of the Flagstaff community in this area?
- WHAT does change look like to you when it comes to Youth Issues & Concerns?

YOUTH ISSUES & CONCERNS QUICK FACTS:

Academic Enrollment

- Of the 46 students who enrolled in Algebra I in 8th grade, 0.0% were Black
- Of the 56 students enrolled in Calculus, 0% were Black
- Of the 558 students who enrolled in Chemistry, (1%) were Black
- Of the 178 who enrolled in physics, (1%) were Black
- Of the 42 students who took the SAT/ACT tests, 0.0% were Black

COMMUNITY FORUM OUTCOMES

As the focus of this community forum was youth concerns, the community discussion was intentional in seeking input from youth representation. One young adult in attendance, who is currently enrolled in the Flagstaff Unified School District, noted that there are no many clubs or organizations for people of color; this student felt strongly that clubs should be aimed at people of color, in order to inform people of “the history behind what’s happening in the world [and] why it’s happening.” They noted a desire to provide self-education and social awareness to their peer group, and to see such learning encouraged within the education system. The student noted the importance of communicating to the public that “these are things young people want, to inspire the community to help support [students and people of color].” They also suggested a partnership with NAU fraternities and sororities to fundraise for school organizations aimed at providing such educational and enrichment opportunities.

Another community member noted that they “hear so many things that young people talk about, that they request, and that [are] ignored.” They and other community members recommended providing fun educational opportunities that do not require parental transport. It was noted that groups like high school Mexican American and African American groups are about bringing people together.

One community resource that was noted throughout the discussion was the historical Flagstaff Youth Commission. It was noted that this was “just one of those things that just kind of went away,” but was a well-received and worthwhile investment in the youth of Flagstaff. It was recommended that such a program be reinstated, with representation as part of the organizational mandate.

Another historical data point that was gathered during this discussion was the Juneteenth program formerly run from the Cogdill Center; the Center has since been repurposed as the Boys and Girls Club, which marked a significant blow within the Black community of Flagstaff. The former Juneteenth celebration was put together by a small group that came together to represent the Black community and provide cultural and historical connection. Programming has since been conducted by the Coconino County African Diaspora Advisory Council. It was noted that with such programs, there was always an attempt to “give kids an experience that they might not have otherwise received ... not just Black experiences, but programs that they might not otherwise have the opportunity to engage in.”

Key points that recurred throughout the discussion included:

- Core Group of Invested Individuals – It takes a “core group of adults” who are willing to step up, put in the work, volunteer, and remain vested in programs and engagement opportunities.

- Future Leader Training Opportunities – There was a desire to see increased mentorship programs, the redevelopment of a Flagstaff Youth Commission, and partnership engagement with City Council and other City, County, and State leadership.
- City Sponsorship – There was also a desire to see City investment in youth programs that highlighted and emphasized participation among students of color. It was noted that in many opportunities, Black youth are overlooked as their numbers are small; yet these missed opportunities mean that future generations are not being raised to “see themselves” within the community.

When asked what change looks like when it comes to Black youth in Flagstaff, key topics included:

1. Visibility: Black youth and children of mixed race feel unseen, invisible, and like they don't fit in. It is important to listen to our youth and students of color, to ensure they develop in their sense of community attention and personal identity.
2. Engagement: The concept of engagement is two-fold. First, students must be given more opportunities for engagement that are fun, free, educational, and engaging. These opportunities should recognize and celebrate the cultural diversity representative within the school and educational systems in Flagstaff, and not allow any group to become “invisible” simply because their numbers are few. Secondly, adults and potential mentors should be sought out for engagement with Flagstaff's youth. This hinges on finding those in the community who are invested, who have or work with children, and/or who know that the children of Flagstaff are Flagstaff's future.
3. NAU Connection: It was noted that there are many lecturers who do not have stable employment, and thus cannot commit to impactful community projects. For example, there has been ongoing discussion of an historic walkthrough project through the Southside Community; however, it has been impossible to complete when there has not been the stability of staffing to see it through. Community members asked that NAU stress the desire to have a strengthened relationship with the community, in order to pull in faculty who want to do more yet feel limited in their ability to do so.
4. Community Partnerships: The example of recent yearly Juneteenth celebrations highlighted partnerships with local climbing walls, student summer programs, the Shakespeare festival, Kuttz barbershop and college, and other community organizations. Such events highlight the diversity in Flagstaff and bring groups together that have at times been forced into systemic conflict or competition. For funding, community members noted the potential to partner with programs such as AmeriCorps to both provide increased funding and bring diverse leaders to Flagstaff. Other partnership recommendations included Camp Colton, the Flagstaff Unified School District, Gore, etc.

One issue that was highlighted throughout the discussion was the fact that Black and other students of color feel “invisible” within their classrooms and learning environments. In one instance—which was affirmed by others within the community—a student was told that there was “not a need” to discuss Black History Month because there were not enough Black students to make it “relevant.” Similar concerns were raised in consideration of curriculum development, extracurricular activities, and so forth, wherein students of color—particularly Black students—lacked representational interests due to limited visible presence. The community emphasized that “few” does not mean “irrelevant,” and the need for ongoing partnerships and community commitments to ensuring visibility and cultural recognition of all students. The need to provide an increased variety of opportunities—after school programs, jobs and economic opportunities, civic engagement, etc.—was emphasized throughout the program.

ECONOMIC INCLUSION & IMPACT

Ms. Khara House



ISSUE STATEMENT

WE RECOGNIZE the historic and ongoing contributions of Black entrepreneurs, business owners, and other economic drivers to the development and continued advancement of Flagstaff; yet we also recognize that the voices of Black leaders are underrepresented in the local business sector, employment advancement opportunities, and economic development discourse. We believe in the need for sustainable initiatives focused on both historic and current African American service providers and leadership development in order to ensure Black economic and employment parity and sustain the continuous economic growth of Flagstaff with equity.



BACKGROUND

A central tenant of all community development is the access to and development of business and economic capital. Flagstaff, as a city of both corporate and small, independent businesses, has long focused on the ongoing development of a vibrant economy where business is viewed as a catalyst for community and economic development. Recent national dialogs about historical wealth distribution and economic equity have focused a spotlight on the support of Black-owned businesses. In a recent *Business Insiders* article, it was noted that supporting Black business means “seeing [Black business owners, and Black citizens in general] as equals and experts and not assuming our skills, services, and creations are less than, which has been the common narrative when discussing supporting Black ideas, creativity, and business.”

CONTEXTUALIZATION

Nationally, it is typical of communities to enjoy the presence of businesses and economic drivers reflective of the various, diverse populaces they serve. As noted in a prior discussion of Representation and Preservation, the presence and preservation of Black community is typically reflected in local businesses that provide services unique to the culture; barbershops, hair salons, restaurants, and other economic establishments both serve and celebrate this culture, and provide the means for the economic sustainment of both the Black community and the broader communities in which it sits.

Flagstaff historically had a number of brick and mortar establishments representative of Black business and economic community. Furthermore, such establishments provided a needed sense of cultural refuge: places where Black culture could not only provide valuable economic support to the broader Flagstaff community, but also be celebrated as visible representations of essential communal bonds. The lack of visible representations of Black business suggest a broader disparity in Black economic equity, Black cultural representation, and the general visibility of the Flagstaff Black community.

Today, only two brick and mortar representations of Black business exist in Flagstaff: the Kuttz Barber Shop and College, and a co-op market. General representation of Black business is less visible, operating from proprietor homes, virtually, or in other decentralized locations.

It is important to understand that culture is central to community development. The absence of cultural representation in community development suggests that something is missing. This conversation aims to discuss and discover what those missing pieces of culture are in Flagstaff's ongoing community development. We will examine the subject of "cultural economics," the fundamental connection between culture (the shared beliefs and preferences of respective groups, here specifically referencing Black culture) and economic outcomes. We seek to understand why there appear to be limited representations of Black businesses; the impact this limited economic representation has on the perceptions of the Black community (namely, the perception of Black "invisibility" within Flagstaff); and how meaningful change can be encouraged in Flagstaff to simultaneously rectify economic disparities, increase cultural visibility, and ensure continued economic and cultural growth.

QUICK FACT

According to the 2012 Survey of Business Owners, of the approximately 6,382 total firms in Flagstaff, 935 (14.65%) identified as "Minority-owned firms," while 5037 (78.93%) identified as "Nonminority-owned firms."

KEY QUESTIONS

- WHAT do you feel are the primary concerns facing the Black community of Flagstaff in this area?
- WHAT Black businesses are you aware of within Flagstaff, if any? What experience have you had with these businesses? What stories can you share about the development of Black business, economic development, etc. in Flagstaff?
- WHAT business representation is missing within the Flagstaff community? What types of businesses do you think should be present that are not? Why do you think that is?
- WHY do you think there are not more Black businesses or economic opportunities within the Flagstaff community?

Flagstaff's Lived Black Experience Strategic Plan

- WHAT challenges have you faced in securing or advancing in employment in Flagstaff?
- WHAT do you feel needs to change in order to ensure continued positive development of the Flagstaff community in this area?
- WHAT does change look like to you when it comes to Black Economic Inclusion and Impact?

COMMUNITY FORUM OUTCOMES

When asked about economic inclusion and representation for the Black community in Flagstaff, community members noted that the matter “could all come down to numbers.” Participants noted that there are not many Black business owners or entrepreneurs still around Flagstaff; this was pinpointed as a concern that needs to be addressed. One community member noted that it has become evident that “where we are as a society can see the social issues [aimed at/within the Black community] are troubling.”

One local seamstress noted an instance where they were seeking a space for a shop. When they did find a place, and contacted the owner about a lease, it was “way over anything that I could afford.” The participant noted that, even had they sought a business loan, it was likely they would have had to put their house up as collateral. They noted the need for some sort of mechanism to provide support, as African-American/Black people have “a harder way to go” when it comes to starting business, because people tend to look at them “a little differently.”

A factor identified as a hinderance to Black economic development in Flagstaff was the disproportionate cost of living and utility impact for communities of color. For instance, the cost of energy in Flagstaff was noted by a Councilmember as hitting folks in the Sunnyside and Southside neighborhoods harder than it does elsewhere. Costs for improvements, and projects like the Rio de Flag project, have major impacts on the Flagstaff Black community disproportionately to others.

Forum attendees worked to identify various programs working for economic development in and around Flagstaff. Identified agencies included:

- **The Economic Collaborative of Northern Arizona (ECoNA)**, an agency aiding in economic development on a regional scale
- **The Coconino Small Business Development Center**, run through Coconino Community College (CCC) and offering advising, training, online courses, and other resources for businesses throughout the Northern Arizona region
- **Moonshot at NACET**, a program offering training to entrepreneurs and innovators to develop economic viability and investment-ready businesses
- **The Sunnyside Market of Dreams (Mercado de los Sueños)**, a local business incubator focused on people living in poverty and/or working multiple jobs, to help move them from generational poverty

It was noted that the Flagstaff Black community has faced many of the same issues as the Indigenous community, particularly in having limited access to brick and mortar establishments; instead, entrepreneurs and small business owners rely on sale through consignment.

Suggestions to ensure economic parity and development included:

Flagstaff's Lived Black Experience Strategic Plan

1. Wrap-around Services – agencies or other mechanisms focused on helping individuals get business licenses, working with them to get proper City and County registration and permits, and working in conjunction with a Coconino County program providing matching funds with successful completion of a program
2. Create Access – providing equitable access to mentorship, business resources, and other help agents/agencies
3. Redefine “Legitimacy” – there is often a sense that certain business pursuits are not seen as “legitimate business” as they are not traditional businesses; there is also a perception that poor/low-income individuals don’t know how to—or, even more simply, cannot—run a business
4. Community Support for Entrepreneurship – citing the example of the Silicon Valley, encouraging entrepreneur support from local communities that embrace small local businesses; in the case of the Silicon Valley, such partnership, support, and encouragement led to the development of businesses and economic thriving within the community
5. Embrace Entrepreneurship – recognize that entrepreneurship leads to both economic and community development

In addressing factors that have driven the trend of low Black business numbers in Flagstaff, causes and contributors included:

- Lack of receptiveness from the community
- Lack of education and community awareness – the community does not know these businesses exist
- Lack of education and opportunity awareness – Black entrepreneurs do not know where to get support or assistance in starting businesses
- Limited opportunity for in-spending; the Black community lacks opportunity to spend moneys within the Black community
- Limited economic sustainability – it was noted that it could be the businesses some want to start (i.e. cultural hair salons, restaurants, etc.) are “not the type that can lead to a business they can live off of in Flagstaff”

The question was raised by a forum participant: “How much of this is a problem about Black businesses, and how much of it is a problem of business and entrepreneurship in Flagstaff?” Community members responded by noting a desire to see Flagstaff show intentionality in seeking Black- and other culturally-representative businesses. It was noted that historically, Black professionals were “not given the opportunity to diversify their work” beyond the types of jobs they were readily relegated to (i.e., sawmills); as a result, many chose to leave and look elsewhere for economic opportunity. There is also not clear evidence throughout Flagstaff that there is an African-American population in Flagstaff, beyond the mural on the historic Murdoch Community Center.

Possible solutions for addressing and enhancing Black economic development, and the partnered development of the Black community in general, included:

- Creating visibility for the Black community through mechanisms such as walking tours, marketing, public and visible recognition of locations that were part of the historic **Green Book**, etc.
- Diversification, unification, and visibility established as the three key pillars of emphasizing Black presence in Flagstaff
- A nexus hub, such as a Black community website, where Black-owned businesses can be recognized, discovered, and accessed
- Creating a co-op where leaders in Black business can help provide visibility and resources – this necessitates the provision of space, and remains a question of affordability and attainability
- Creating a centralized marketplace run once a month out of the Murdoch Center as a launching pad for Black businesses in Flagstaff
- Focusing on sustainability and creating avenues for ongoing, secure funding
- Work with Discovery Flagstaff to initiate a “walk-the-talk” augmented reality project to virtually walk through and engage in the story of the Black community, recognizing items of historical significance such as Green Book locations, Buffalo Soldier encampment, etc.
- Increased visibility of the Black community through a “Third Thursday” or “Third Friday” program hosted through the Murdoch Center to provide an opportunity for people to shop and engage with the Black community
- Create visibility beyond brick and mortar establishments through murals, celebrations, events, etc.
- Providing educational opportunities to ensure community members are aware of and properly educated in resources and programs available

Two key words that stood out to forum participants in the discussion of economic inclusion and impact were “visibility” and “intentionality.” Participants desired increased visibility of the Black community, through representation and celebration. There was also the desire to see City-sponsored intentionality, in partnering with the community to ensure visibility and equitable access to resources and business opportunities. It was noted that it “does not take much to work toward economic equity and Black representation in the community of Flagstaff ... it simply takes ***more.***”

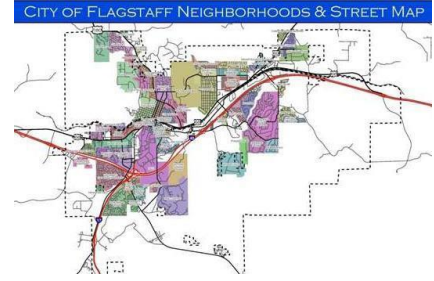
RACE, SPACE & SEGREGATION

Dr. Ricardo Guthrie



ISSUE STATEMENT

FLAGSTAFF HAS a documented history of redlining and other socioeconomic practices and policies which have created a trend of physical separation (segregation) of communities of color and marginalized representation within the City's structure and development. Racial exclusion and segregation are contributing factors to the erasure and lack of representation of Black community structures within the City.



BACKGROUND

When talking about the exclusion of a particular culture or race in a geographical area, it is important to understand that there are multifaceted aspects to such exclusion. Segregation can be at once physical (redlining, blockbusting, etc.), systemic (based in social practices, policies, and processes), and ideological (the idea that certain people do not belong in certain spaces; i.e. NIMBYism). Spatial racial exclusion consists of historic, institutionalized policies and practices which privilege private interests over the public good; this is the social landscape in which the idea that providing equal and equitable access to the public space of community (housing, parks, education, transportation, etc.) is viewed as threatening to privatized interests. The basic problem facing much of the economic and social development of communities of color throughout the country has been a long-held link between race, place, and power.

CONTEXTUALIZATION

As noted above, Flagstaff has a documented history of redlining and other socioeconomic practices and policies which have created a pattern of segregation and discrimination against Blacks and communities of color within the City. Growth and development have occurred as a result of racial exclusion and segregation during much of the 20th century, and are still contributing factors to the erasure and lack of representation of Blacks within the City proper. The absence of Black cultural and historical structures outside of Southside neighborhoods is a continuing problem, as a lack of visibility leads to planning that fails to assess policy impacts on African Americans, and undermines their contributions overall. Flagstaff demographics indicate growing segments of Native American, LatinX/HispaniX, Asian, and African Americans—who work at the university, the medical center, the private sector and entertainment/hospitality industries—but growth has remained stagnant because of lack of jobs, affordable and adequate housing, and limited cultural opportunities for people of color.



Dr. Ricardo Guthrie, Assoc. Prof. Ethnic Studies, Northern Arizona University

Segregation is a thematic construct and a continuing legacy that has affected the built environment in certain neighborhoods, but it is also an underexplored aspect of a small mountain town that seeks to embrace growth and change. **Areas to discuss include:**

- Legacy of Segregation (pros and cons)
- Growth and Development within Demographic Shifts
- Relocation of the Rio de Flag
- NAU & Neighborhood Empowerment
- The City and Resource Allocation

City of Flagstaff - Low Income Concentrations (c. 1990s)

Neighborhood	Pct. Low-Mod. Income Persons	Median Income	Median Home Value	Pop.	No. of Households
Sunnyside	63%	\$20,554	\$56,733	4,506	1,491
Southside	81%	\$10,981	\$64,050	1,611	671
Southside (Plaza Vieja)	83%	\$13,176	\$63,300	3,006	574
Southside (Pine Knoll/Brannen Hms.)	87%	\$15,296	\$50,600	895	347
FLAGSTAFF	38%	\$28,382	\$90,300	---	---

City of Flagstaff: Where Do People of Color Live?

Neighborhood	Sunnyside		Southside		Plaza Vieja (Southside)		Pine Knoll (Southside)		FLAGSTAFF	
Race/Ethnicity	#	%	#	%	#	%	#	%	#	%
White	2,067	44%	1,466	72%	873	67%	337	53%	41,477	79%
African American	115	2.4%	147	7.2%	61	5%	136	21%	1,079	2%
Native American	976	21%	101	5%	166	13%	154	24%	4,371	8.3%
LatinX	1,805	38%	499	25%	296	23%	139	22%	8,657	16.4%
Other	1,509	32%	285	14%	173	13%	8	1.2%	4,516	8.5%
TOTAL	4,721		2,030		1,308		642		52,701	

KEY QUESTIONS

- WHAT are some of the reasons why the contributions of African Americans might not be recognized throughout the City?
- HOW are the legacies of Segregation continued through City policies, NAU activities, and the actions of Residents?
- HOW important are “home ownership,” “job development”, and “community control of development” to the City’s future?
- WHAT direct experience(s) have you had with systemic or practical segregation or division of space in Flagstaff, if any?
- WHAT positive changes would you like to see in order to promote “Sustainable Growth” as it affects African Americans?
- WHAT does it mean to maintain the Character and Culture of Black neighborhoods if the Black population decreases?

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Southside Neighborhood Plan 2020

Historic Southside Mural at the Murdoch Community Center (2011)

Arizona Daily Sun reports and news articles 2000-2020

Flagstaff's Lived Black Experience Strategic Plan

COMMUNITY FORUM OUTCOMES

Forum participants were asked why contributions of African Americans might not be recognized throughout the City. Among reasons identified by participants were:

- A lack of markers or plaques to designate the contributions of African Americans posted throughout the City. One participant noted having worked in the Riles building and never knowing that it was named for Wilson Riles.
- The invisibility of the African American community – participants noted that even in the smallest towns throughout the nation, they have been able to find places that served [the Black community]; there are usually cultural representations in the downtown areas of cities and towns to mark the cultural makeup of that community.
- Lack of a central Black community center – one participant noted that had they not happened to see the Murdoch Center upon arriving in Flagstaff, they might never have found the Black community.

Emphasis was placed on the historical significance of Wilson Riles, and the lack of communal knowledge of his legacy. Wilson Riles was the first Black graduate that we know of from Northern Arizona University. A participant noted a conversation with the Dean of the Department of Arts and Letters, an office housed in the Riles building; the Dean was unaware of who Wilson Riles was. Another member of the community noted that if NAU were “truly invested in Black culture,” the contributions of Mr. Riles “would have been commemorated on [an] historical plaque either inside or outside of the building.” A faculty member noted that there is a small plaque on the inside of the building, on the ground floor; it was relocated due to weather, but few within the community are aware of it.

Further discussion yielded the opinion that despite having perceptions as a “liberal town,” Flagstaff seems to have a hesitation toward recognizing the history of trauma and oppression toward Black people. A call was made for the City to acknowledge that barriers to Black community development, inclusion, and space access existed, and continue to exist, that need to be overcome. Until there is a cultural shift from complacency with being “liberal,” the community as a whole cannot move forward. Parallels were made to the Southside Community Plan, which acknowledged historical inhibitors to community and economic development and sought to create positive change for this historic community. A Councilmember acknowledged that there is a need to “open our eyes” to the difference between what the Black community was (thriving, visible, and included) to what it has become (dwindling, invisible, and largely segregated). Issues of housing and quality of life in historically Black communities in Flagstaff were raised as needing to be addressed.

Forum participants spent time discussing “political will.” While some held that the issues to be addressed were matters of political will, the question was raised regarding

whether such will exists within the City, particularly Council. While it was held that some members of the current Council may have political will to enact positive change for the Black community, historical knowledge suggests that such will is not pervasive; this creates and perpetuates the fear that little to nothing will be done if there is not full—or at least, majority—buy in from Flagstaff's political leadership. Specific issues of affordable housing in the Southside community, and other communities of color, were cited, and the perception that there are still “people who feel that saving the prairie dogs [is] more important than providing housing to people.” The question was raised of whether new people in Flagstaff and potential new Councilmembers understand the importance of political will, and if so, whether it elicits the “drive” to do the right thing. Forum participants desired to see Council and other community leaders focus on “all of us.”

Further conversation addressed the visible indicators of the legacies of segregation continued through City policies, NAU activities, and the actions of residents. Key points included:

- **Issues of Affordability and Homeownership:** The legacy of segregation exists in that homeownership in Flagstaff is less than 10%. Residents in Flagstaff neighborhoods feel separated and sense a lack of connection to the broader Flagstaff community. With NAU planning continued land purchases, many of which enter historically Black communities and drive out historic residencies, there was the concern that “a benevolent dictator is still a dictator.”
- **Community Silence:** Participants noted that while the conversation has been started, and they were actively engaged in the conversation that sought and reached out to all segments of the Flagstaff community, there remained a lack of engagement and participation. The lack of community voices, and ongoing community silence, is helping to enforce the legacy of segregation.
- **Displacement:** The university being so close to the Southside community draws development that disproportionately displaces people of color.
- **Disproportionate Cost of Living:** Raising the cost of living would not be as much of a problem if wages and incomes rose proportionately. People cannot afford to stay in neighborhoods when businesses enter and drive up cost of living. This is an issue that disproportionately impacts communities of color.

A major topic during one part of the conversation was the question of **gentrification**. While gentrification may be a form of desegregation in that it allows others to enter the community, an issue exists when the built environment no longer serves the community. Issues of displacement, and communal indicators that particular peoples who historically developed a community are no longer welcome within that community raised the question “Desegregation for who?” The example of the Brown vs the Board of Education ruling was cited, which took away Black schools that served the communities in ways that schools that replaced them did, and do, not. Any development undertaken by the City that is not cognizant of maintaining the community does a disservice.

Housing costs and taxes have increased beyond the capacity of historical communities within these neighborhoods to afford them, resulting in displacement and the breakdown of historical communities. It was noted that where gentrification becomes the opposite of positive desegregation is when it results in the displacement of already underserved communities.

Communities members expressed frustration with the knowledge that their presence as white residents with high incomes contributed to the increased cost of living for others within the community. A recommendation was made for guidelines in place for landlords.

Acknowledgement of historical inequities and **disparate impact** to the Black communities was made during this discussion. As one community member noted, newcomers to this discussion are only beginning to enter into the ongoing discourse of the Black community, which has been “attempting to catch up in a race that started 400 years ago.” Another community member noted the ongoing need for both political and community will; as we discuss the “invisible community” that exists within Flagstaff, and that does not have a sense of itself within the broader Flagstaff community, it becomes clear that there is a perpetuated need for change-driving movements. The entire community must take ownership.

A community member raised the question of **reparations** thusly: “As I read about redlining and learn about our history, I have to ask what role does reparations play for our City? Whatever the image we’re [the white community of Flagstaff] trying to hold onto ... it’s my opinion that they need to play a part.” It was noted that as a society that is built on economics and capitalism, it is “only fair that we address [the Black community] in the same way.” Another participant noted that while we often hear about being generous with our time, “there are people who can also be generous with their money. There is a generation of white people who are going to pass on their money to their children ... and I think that’s a real shame.” Concepts for community reparations in Flagstaff included the establishment of an equity fund and donations to the historic Murdoch Community Center.

MENTAL & BEHAVIORAL HEALTH

Mr. Jermaine Barkley



ISSUE STATEMENT

THE HISTORICAL Black experience in America continues to reflect a disparate degree of trauma, violence, and mental and physical health concerns when compared to European-Americans. We recognize the parallel between the historic dehumanization, oppression, and violence against the Black community and ongoing structural and institutional racism, as well as the connection between these factors and the apparent lack of resources specifically aiding in the treatment of Black mental, behavioral, and physical health concerns.



BACKGROUND

The history of Black lives in America is one of trauma, oppression, resilience, and constant struggle. Through the fight for equity and justice in a system that perpetually oppresses Black communities, progress has been made. However, that continuous fight is not without its impacts. Systemic racism, colonialism, and the constant fight against it leaves behind trauma and severe detriment to the mental health of our community. In fact, the CDC reports that Black Americans are 20% *more likely* to report serious psychological distress than that of White Americans¹.

Indeed, to many Black individuals, this statistic comes as no surprise. The current picture of the Black experience in the U.S. is a story of disparities. While the Black community only makes up a small portion of the U.S. population, we are frequently over-represented in at-risk populations, making up almost half of all homelessness and children in foster care, as well as half of the population currently incarcerated in prison². Exposure to these circumstances are not without their impacts, frequently resulting in detrimentally impacted mental health, a sharp decline in physical health, and the perpetuation of these impacts passed to the next generation.

When looking at the issue of police violence against the Black community, the consequences on mental health are striking. As these tragedies begin to become more

MENTAL & BEHAVIORAL HEALTH QUICK FACTS:

- > Black individuals report psychological distress at a rate of 20% *higher* than white individuals in the U.S.
- > This year, rates of anxiety and depression have increased by over 20% in the Black Community.
- > Only 3 in 10 Black individuals ever receive mental health treatment.

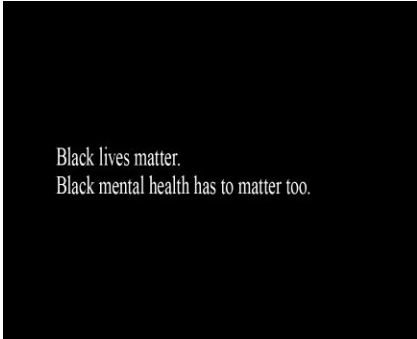


Fact:

Only 4% of Mental Health providers in the U.S. are Black.

high-profile, we are seeing an increase in the signs of PTSD and anxiety among our Black communities. Since the events in Minneapolis, depression and anxiety in Black Americans has increased by over 20%³. Indeed, poor mental health can affect your ability to maintain stable employment, healthy relationships, and overall well-being. Generally speaking, a remedy to mental health distress is of course mental health services. Yet here too we see remnants of systemic oppression. While Black Americans are more likely to report severe emotional distress, only around 33% will ever receive any form of mental health intervention services, compared to a national average of 45%⁴. The factors contributing to this range across a broad spectrum including:

- **Stigma:** a study conducted in 2014 found that African Americans were very concerned about seeking mental health services due to the stigma associated with having a mental health issue and receiving treatment⁵.
- **Access to culturally appropriate treatment:** For instance, as of 2015, only 4% of mental health providers in the U.S. identified as African American⁶. Misdiagnosis was also found to be common amongst African Americans, with evaluation often neglecting to include key contextual factors of the Black experience in America⁷.
- **Access to quality care:** Black Americans are less likely to have access to mental health services in their community, less likely to receive best-practice treatments for depression and anxiety, and more likely to report receiving poor services during treatment⁸.



Black lives matter.
Black mental health has to matter too.

CONTEXTUALIZATION

The Flagstaff community is not immune to the impacts of systemic racism and oppression towards the Black community, nor are we immune to its impacts on mental health. The issue at hand is that Black individuals and communities experience mental health issues as a result of racism and oppression at very high rates with severe consequences, and the services in place have historically fallen short when it comes to addressing said mental health impacts. Therefore, the conversation around mental health in the Black community of Flagstaff is one that must be addressed on two fronts: reactive and preventative measures. Reactive measures include addressing the disparities in mental health treatment services for our Black community. How do we increase access and quality of care? How do we address stigma? How do we ensure our services are culturally competent? Yet should we seek to see long-lasting improvement we must also address how to prevent such detrimental impacts on the mental health of our community in the first place.

Improvement comes with increasing awareness, identifying what contributes to the mental health impacts that accompany living while Black, and addressing those contributing factors head on. By acknowledging the impacts that systemic oppression has on our community in Flagstaff, addressing that system, and ensuring our safety net of mental health services for the Black community are effective, respectful, and easily accessible, we can seek to finally close the gaps of disparities in the arena of mental health for our community.

KEY QUESTIONS

- WHAT do you feel are the primary concerns facing the Black community of Flagstaff regarding mental health?
- IS mental and behavioral health an important aspect of healthcare and service to fund and provide for the Flagstaff community? Why or why not?
- DO we need resources within the Flagstaff community to specifically address the mental and behavioral health needs for the Black Community? Why or why not?
- WHAT resources are you aware of within Flagstaff specifically addressing mental and behavioral health for the Black Community?
- HOW important is it to you that mental health service providers come from the same cultural or ethnic background as you and why?
- WHAT have you personally seen as a barrier to seeking mental health services in Flagstaff?
- WHAT does culturally competent care look like to you?
- WHAT do you feel needs to change in order to ensure continued positive development of the Flagstaff community in this area?
- WHAT does change look like to you when it comes to Mental and Behavioral Health?
- WHAT communities online have you found helpful for mental health and overall support?
- WHAT mental health resources in Flagstaff have helped you or a friend the most?

Resources

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COMMUNITY FORUM OUTCOMES

Among primary concerns facing the Black community in Flagstaff regarding mental health, participants noted the following:

- Perceived invisibility creates a sense of the needs of Flagstaff's Black community being insignificant
- Hindered emotional development; one participant noted that particularly in romantic relationships, Black men experience a lack of expressiveness, as until recently "we weren't really able to do that"
- The perception that Black vulnerability is dangerous
- Stigmatization of mental health in the Black community, and the limited understanding of Black mental health outside of the community

Mental and behavioral health were identified as key aspects of services needed within the Black community. It was noted that there are seldom resources where Black consumers can experience understanding and impactful treatment of mental health concerns. With a lack of representation in mental and other healthcare professions, there is a sense of discomfort that remains internalized. Participants spoke of the challenges faced as Black consumers who, when seeking treatment and care, become the primary source of education to their caregivers. A great deal of emphasis was placed on the mental and emotional strain of Black identity.

Discussion regarding trauma informed care, and the historical and present-day trauma of Black identity, yielded interesting insights into the Black experience in Northern Arizona and the American west. It was noted that during the Great Migration, Blacks moved into the area of Northern Arizona to escape the oppression of the Deep South; Blacks migrated west to pursue work, particularly in the lumber industry. Yet here in Flagstaff, while a Black family could move and find jobs, this did not mean it was any less segregated, oppressive, et cetera. The enduring history of traumatic Black experience creates voids in the broader community where Black voices are seldom heard.

The concern regarding representation emerged again during discussion of resources within the Flagstaff community to specifically address the mental and behavioral health needs of the Black community. While participants noted that exact sameness is not a necessity, the perception of "differentness" and "otherness" within the community creates major issues for Black community members seeking care. Noted concerns included:

- The perception of "**gaslighting**" 'when it comes to addressing Black concerns
- The added emotional weight of having to explain issues particular to the Black community in order to receive treatment
- Statistical data points reflecting the under diagnoses and delayed care of Black consumers

Regarding resources in Flagstaff, participants were unaware of any resources specifically addressing mental and behavioral health for the Black community. While participants noted that mental health service providers need not come from the same cultural or ethnic background as the individual seeking care, having similar backgrounds creates a sense of ease in care and has other health benefits. The

discussion of shared or similar backgrounds yielded further discussion of the perception of “whiteness” as “the norm.” Participants noted trends in general discomfort with seeking or receiving services from professionals of color, as the majority (in this case, representative of European Americans) determines what is perceived as “normal” and thus what is perceived as comfortable. It was noted that while Black consumers must typically adapt to nonrepresentative care, others do not see the issue because they share the same background and culture as the majority of care providers.

Positive change in this area included the following:

- Improved cost of living to retain professional talent of color
- Increased resources specifically addressing mental, behavioral, and other medical health concerns within the Black community
- Intentionality in recruitment, to seek and retain professionals of color
- Implicit Bias training within Flagstaff Medical Center and other healthcare provider offices

INSIGHTS FROM LIVED BLACK EXPERIENCE FOCUS GROUPS

In addition to the six community forums, the Lived Black Experience Community Coalition sponsored a series of smaller focus groups aimed at creating connections with various **community gatekeepers**. The goal of the focus groups was to create increased opportunity for community input, engagement, and the sharing of historical knowledge to drive the ongoing conversation of future engagement with the Black community of Flagstaff.

Focus Group Structure and Guidelines

The LBE Focus Groups consisted of smaller sessions held both in-person and telephonically. In-person groups engaged social distancing and mask wearing in light of the COVID-19 pandemic.

During each Focus Group, participants were asked a standardized questionnaire to facilitate uncensored dialog. The questions included:

1. How do you feel, as a Black person, living in Flagstaff? (i.e. comfort, unease, unsure, etc.)
2. What is it like, experientially, to live in Flagstaff, as a Black person?
3. What was it like to live in Flagstaff as a Black person? What history can you share? What has changed, for better or worse?
4. What needs to change in Flagstaff, as it relates to the Lived Black Experience?
5. What does change look like to you?
6. What views and perceptions do you see that impact or impede progress in the Black community of Flagstaff?

It should be noted that while questions during the focus group were specifically directed toward the Black community and experience, all were welcome to attend and participate in the groups.

Focus Group participants and invitees included (listed alphabetically):

- Coconino County African Diaspora Advisory Council
- Collegiate/Black Student Union student focus groups (including invitations to NAU and CCC)
- Community gatekeepers and elders
- First Missionary Baptist Church
- Flagstaff NAACP
- Flagstaff Unified School District student focus groups
- Harbert Chapel A.M.E.
- Kuttz Barbershop and College
- Riverside Church of God in Christ
- Springhill Missionary Baptist Church

Following are highlights from the various community discussions. The below summary attempts to record repeated themes only once. As many participants requested or preferred anonymity, names are not associated with comments to preserve the protected identities of speakers.

HOW DO YOU FEEL, AS A BLACK PERSON, LIVING IN FLAGSTAFF? (I.E. COMFORT, UNEASE, UNSURE, ETC.)

Comfortable. There has been change, but I feel comfortable in this community. I feel safe. I feel supported. When you're born and raised here, Flagstaff is a place where people know you.

I used to be comfortable, but there are a lot of hidden agendas in how the City has grown and who is "in" and who's not.

Growing up it was more comfortable, but now I'm kind of unsure. Racism is everywhere, even in little Flagstaff ... Because I was born and raised here, I'm comfortable, but people make me unsure. I'm more unsure now than growing up.

Growing up here it was comfortable; that has changed in the last four years, with the oncoming of the new President. I won't blame it all on him ... but racism has gotten [...] more out there. It's gotten more uncomfortable over the past few years, but basically in my experience you don't see a lot of racism in Flagstaff because the community is so diverse. But still, I fear for my grandchildren and for my son and daughter, especially with my son being a Black man. I fear for them in the time's we're living in.

I moved from Southern California to work for the state and was the only Black person in the building. I feel at ease but I have been stopped twice I believe because of my color. The first time I was stopped by the police, when I asked why the reason given was, "Because I can."

I feel uncomfortable and unsafe. I was stopped once, and I know I was being profiled. People aren't used to diversity here.

I have gotten used to being racially profiled. Racial profiling happens every day here, and for that reason I am not at peace here.

I feel thankful. I feel commanded to love people. I don't care about the politics – the Word is my handbook.

Times have really changed.

The only difference is now they're killing us. Back then they would just beat you really bad. I'm just trying to live a better life. I feel uncomfortable living in Flagstaff, and grew up here.

My husband is Black and had a good experience living here, but his daughter came here and had a terrible experience.

Until I started attending my church, I only saw maybe two, possibly three, people of color.

It depends on where I go. When I'm at the Murdoch Center or doing community events, I feel accepted. When I'm at work or out in public, especially if I dress a certain way or wear my hair a certain way, I feel uncomfortable but I've also become

accustomed to it.
When I first moved out to Kachina, I felt incredibly uncomfortable. It's gotten a little easier, but there's also been a shift in the population there. I would say I always feel a general sense of unease, and on guard for confrontation and looks.
I'm not a Black woman, but I can relate to a sense of discomfort.
I feel more uncomfortable since the Black Lives Matter movement, with fear that people might see me as a threat. I had white neighbors that I could speak to who won't speak to me now. I'm fearful that someone will say something to me or do something to me.
There was an immediate shift when Trump was elected. The night the results came in, I felt that fear of who might now feel the courage to say something [racist] to me who didn't have it before.
I feel a greater sense of having to appease law enforcement and not be perceived as a threat.
It's more comfortable here than where I'm from. People tend to stare and think we're going to say something about Black Lives Matter. I feel more comfortable here than I do at home.
I've lived here since I was 7 ... I feel like living as a Black person in Flagstaff and living as a Black person on NAU's campus are two different things. NAU has quotas to fill ... we still attend a PWI, but it's nice to see other people who look like you on campus. I do also wonder for people who don't have these connections, is there anybody out there who feels completely isolated.
It's very stressful and nerve wracking to be a Black person in Flagstaff. It was very hard my first semester. It was disappointing to see that there weren't more people like me. As soon as I found spaces like BSU, I felt much more comfortable staying here because I felt connected to something, because Flagstaff doesn't have spaces just dedicated to Black peace and Black experiences.
Sometimes it feels like it's a very sketchy area. [Finding spaces] like BSU or Soul Sugar ... helped influence me to stay.
I feel like coming from a big city like Phoenix, even though there's a smaller number it feels more like community [on NAU campus]. I felt not as isolated as I was in Phoenix. We had to fight for safe spaces in my high school. It's been a lot better.
My experience in Flagstaff was a total culture shock [coming from the South-Central LA area]. It took me a while to be comfortable. BSU kept me in Flagstaff; I did not feel comfortable here all of Freshman year, but BSU made me feel like I belonged.
It feels like a stigma lately for folks to ask me "how I'm doing with this whole Black Lives Matter situation." It helps my mind more understand that there is a true...divide. BSU is home for the youth of black individuals in flagstaff. We try our hardest to make it feel as so.
I have felt insecure in my skin once here. [I never] wanted to feel that again. I know that I'm not alone in that feeling so utilization of groups that make you whole is great. Such as, Ladies of Truth, BSU, and Soul Sugar Open Mics.

WHAT IS IT LIKE, EXPERIENTIALLY, TO LIVE IN FLAGSTAFF, AS A BLACK PERSON?

I feel a lot of personal frustration in Flagstaff ... It's so brazen now with the clique-ishness. I go into [areas] where you would see nothing but Black people, and now there seems to be everything but Black people.

Despite being from here, [people] make you [as a Black person] feel like an outsider. Social media has a lot to do with it. I don't really socialize a lot with the outside world and it could be I don't [know about the cliques] because I don't engage with that. I don't see a lot of color ... I do know it's clique-ish in Flagstaff. If you're not from here, you're left out.

People want to keep this a small town. A lot of the clique-ishness comes from people not wanting to let go of the small-town feel.

Flagstaff grows when it wants to grow and for whom it wants to grow. There's a feeling of the have and have-nots. The new people who move to Flagstaff don't want to know about the history because they want to make it what they want it to be. The Pioneer Museum did not know anything about [the Black community].

I'm still relatively new, and I enjoy the secluded area of Doney Park. I am comfortable with the serene surroundings.

I haven't had problems; I am happy to be here.

If more of the population was educated about the African American experience, the more comfortable they would be around Black people. There is a perception of Black people as doing bad things. More positive experiences would equal more comfort living here.

It hurts that they took Cogdill away from us, away from "the Hood."

More so now, we feel like we are outcast in our own communities.

Sometimes I feel like I'm the spokesperson for my race. Maybe because of BLM and our current political climate, I feel like I'm constantly being asked questions ... about my hair, about Blackness. A lot of people do approach you here because evidently we're not seen. A lot of times people approach me it seems like just to get a rise [out of me] ... it is different treatment, because [people] don't approach anyone else to [ask those kinds of questions].

We were canvassing and had a bunch of Trump supporters drive by and went out of their way to be rude. I had my car towed and it was surrounded by Blue Lives Matter vehicles. The man who was supposed to help me was rude and wouldn't look me in the eye.

What shocked me [at a local canvassing event] was when the organizer said, "Be careful, because some of these [Trump] supporters might follow you home." In that moment, it was suddenly put right in front of my face. It was nothing I ever had to deal with back home. Back home ... you had to squint to see it, but here it can be right in your face.

My third year I was living with someone, and they would ask me things like "How would you feel if a white person tweeted the N word?" I felt like they just wanted to feel woke and make themselves feel better. I would give them answers but it would make me feel uncomfortable. My dad just got his car towed, and he experienced something similar; the individual at the towing place was blatantly rude, and my dad is a very outspoken individual and I was worried for him ... It's definitely not something I have experienced back home, because back home is minority majority, but living in Flagstaff has been an experience.

When the movie Get Out came out, it felt like that movie was made for me because in that film, the horror is the "nice" racist white people. And I feel like I encounter veiled/hidden anti-Blackness and microaggressions a lottt [sic] in Flagstaff.

I am Mexican and come from New Mexico, which is very [minority-populated]. Coming to Flagstaff I felt very out of place. It was very scary and I wanted to leave. The more I put myself out there, the more I found people like me and that made me want to stay. It was finding people who experienced the same things I did and understood what it was to be a people of color.

WHAT WAS IT LIKE TO LIVE IN FLAGSTAFF AS A BLACK PERSON? WHAT HISTORY CAN YOU SHARE? WHAT HAS CHANGED, FOR BETTER OR WORSE?

It's completely different, and it doesn't have to be. It's as if a Black population did not live here ... like an old Hispanic population did not live here. And these are the people that worked the forest and the sawmills. It's like that never existed. There used to be a sawmill on Route 66 in La Plaza Vieja. Black people lived in the Adobe Quarters. Aspen Place was built on the historic logging pond and sawmill. People want to think they've created something new; the Black community created a lot of what we have now. When the "haves" decided that they wanted beautiful houses back in the forest and isolated areas, the spotted owl became an issue and that became the end of Black employment.

I have memory of the Log Road from [...] Happy Jack, Arizona. The men would go to cut logs, and the road was so red from the Camp, you could run your hand down trucks coming down the road and eat the red dirt.

Black people had a very instrumental and interesting beginning in Flagstaff.

When men to service in WWII, all the women left behind stayed in the boarding houses when everyone was gone. We had Black cafes, juke joints, and everything here in Southside.

We all lived in the Adobe Quarters or down on O'Leary Street, which was a mixed population with Mexican and Black folk. By O'Leary was primarily Black, La Plaza Vieja was primarily Hispanic, and in between it became very mixed. But none of us lived north of the tracks. The Locketts and the Johnsons may have been the only ones to live "over there." Mrs. Lockett told me the story of how they were able to find a lot and purchase it without anyone knowing they were Black. They told the Johnsons, who were living on campus, and helped them purchase there.

There was school segregation, too. Emerson School, located where the Flagstaff Public Library currently sits, was the "elite" white school. The Dunbar School, located where the Murdoch Center now sits, was a segregated Black school. South Beaver School was Hispanic, and Kinsey School was Black. We didn't have bussing. When we moved to the Brannon Home Projects, the football and basketball coaches protested because the Black boys couldn't get to practice; they went to the School Board and demanded a bus be sent to Brannon Home, because otherwise the Black children could not get to school. When busses started, students of color got sent out to traditionally white schools; there was not bussing of white students into traditionally Black schools.

I grew up in the 60s and 70s in Flagstaff. I knew there were areas of Flagstaff where I couldn't go. If I went to a white classmate's home, my parents had to sit outside because they were afraid of what might happen. Things didn't get better in Flagstaff, they got worse. I remember when Little America first opened, we got told we had no business on their property. It made me angry coming home from [the Vietnam War] and finding that this wasn't my home. The 60s haven't changed Flagstaff, the 70s haven't changed Flagstaff, the 80s haven't changed Flagstaff, the 90s haven't changed Flagstaff ... and we wonder why we're tired.

There used to be more cohesiveness in the Black community.

When I first moved here, it was a huge culture shock. I was like one of two Black people in my high school, and one moved away. It's been better because there have been more Black people coming and being able to connect, but there's still a feeling of isolation.

People leave, that's the biggest thing. Flagstaff is such a transient place because there's no real job market. It can be demoralizing to be here and be isolated for so long, so people will leave. My family's close family friends got tired of it and just left. [Deborah Harris] is one of the only Black people I know who has put down roots in Flagstaff. Everybody is looking for the next big thing and looking for a reason to leave.

WHAT NEEDS TO CHANGE IN FLAGSTAFF, AS IT RELATES TO THE LIVED BLACK EXPERIENCE?

The original Black people who are here are older and comfortable; the younger generation coming in are the go-getters. The people who have come are making it known that there needs to be a change. The older Black population doesn't have their comrades to make their fight.

There are a lot of Black people, but they are mixed "in the crowd." We are "hidden."

As a younger person, growing up in a well-known family I only needed my family. There was only one of you in class. People in college seemed surprised to find that there were Black people in Flagstaff. You feel so hidden in Flagstaff, it's like nobody is really checking for you. New people see you, and some want to know the history and see what it's like to be of a different culture in a small town.

There was a sense of Black people needing to "blend in."

Flagstaff needs to be more inclusive and accepting of all people. The more visibility the better. Black culture is awesome but if you've never experienced it you can't know how to [engage].

We used to have corporate prayer where all the churches would come together. This hasn't happened in a while. We need to stay focused spiritually.

We need to accept the time we're living in right now.

There need to be more positive experiences with police officers and City representatives. More positive interactions would be good.

As a student at NAU, I feel the most Black at church. Outside of church I don't have a community here.

We need to give young people somewhere to go. If you're not a part of the church, you're not part of anything. They don't have anywhere to go, which leads to them

getting in trouble. Back then we had people to look up to, especially at Cogdill.
People need to see each other as people, not defined by their race.
The profiling and prejudice needs to stop. I've been dealing with racism all my life. It starts at home. I try to teach my kids to love everybody. People need to be taught that racism is wrong.
What we're seeing in our community now stems from systemic racism. Remember that what was done to Native peoples happened to us, too ... We get stripped of our language and identity.
As a white person I find myself ashamed of the way we act.
We need to keep having these conversations and sharing our identities.
We need to be able to have Black representative products, including Black beauty salons.
I would like to see more connection with other Black people in this town. More community gatherings to help people connect.
I feel we need representation. I also feel systemic change needs to be there. At this point racism has been perpetuated for so long, it's intrinsic to the system.
Job opportunities. I don't see myself spending my money here. It's not growing as a community.
There aren't job opportunities. We have formed a community, but it needs more culture. I feel like the only time I see another person of color it's an Indigenous person getting harassed by the police.
I really enjoy the natural landscapes and summer weather [but] I feel like there is not much for me here either.
We only have one outpatient mental health facility. In this small town it gets filled up pretty quick. So the only option we have to turn to is NAU mental health services.
I would feel better staying in this town if I could stop seeing the police state. I cannot go anywhere in this town without seeing a cop. It's especially saddening to see them continually harass the homeless population. I feel the lack of representation within the force and town causes over-policing black and brown persons.
We need more culture here. Everyone who came here has stayed here so their knowledge of what's outside of here is limited. Flagstaff is very faux liberal ... the more you're here, the more you see it change.
I've been working with my former high school, and as someone who went to other Flagstaff schools, there's a lot of work to be done. It doesn't make sense to me that Flagstaff is so aggressively white and faux liberal ... It's like there's defensiveness about it.

WHAT DOES CHANGE LOOK LIKE TO YOU?

There are younger generations who want to know about their history and the history of Flagstaff, and those who could tell them are gone. There's a need to sustain the history that would otherwise be lost.
Have a community meet and greet. We need to learn and know ourselves. The Black community feels divided.
I'm having a lot of ideas ... a museum, a community center, a youth center, a

community cook out, economic business investments. I noted down, "reaching out of the past and moving ahead."
If I was going to push for one thing, that would be my push, that there should be a museum of African American history in Flagstaff.
As a community, we need to find ways to build community ... to create more positive Black community. I know Flagstaff has a history of a lot of Black people who have disbursed over time; we need to rebuild the community.
We have to work toward reestablishing community, through activities that are free of political associations.
We need to start conversations to unearth the unseen issues and help cultivate a community where all people can feel comfortable, included, and attended to.
Being able to go outside and not having my fight or flight ramped up, and not feeling pressured to educate people all the time.
Community and work spaces where, when we share our lived experiences, they're not seen as a threat or invalidated.
I want to see people educated, and to see the ingrained bias that children are taught erased.
I would like to see more Black owned businesses in Flagstaff.
There needs to be more education about local resources, and a building of engagement with events where people can be educated.
More Black owned businesses. Kutz Barber shop and Ms. Deb's Murdoch Center is the only two beautiful black routes.
I would consider staying here if it was less expensive, actually liberal, [and had] more Black spaces: hair stores, salons, restaurants, community buildings, [et cetera].
Defunding the Flagstaff Police and diverting resources to mental health resources and health care and education. Also having the Police Department go through Implicit Bias and bias training. With those mental health resources, hiring Black therapists who will relate to Black patients who are dealing with things a White therapist won't understand or be able to relate to.
We need more places to find the black community. Besides the churches, it's difficult for black students to find the Black community members.

WHAT VIEWS AND PERCEPTIONS DO YOU SEE THAT IMPACT OR IMPEDE PROGRESS IN THE BLACK COMMUNITY OF FLAGSTAFF?

I don't think Black people support Black people, in general.
Everything on San Francisco St used to be Black owned; you feel like a foreigner when you go down there now.
We are not visual/visible within the community. You have to be or have something out there about you that people can see.
There used to be a beauty shop, and other Black businesses. Now everyone is professional and created a different lifestyle.
Political climates and party divisions have spilled over into communities. This creates segregation, as does the lack of corporate prayer and community. This causes us not to seek opposing views for engagement, but instead to isolate from those we see as

different.

For Black youth, there is a sense of being disconnected. I have developed my own community, but it took a long time. The [NAU Office of Inclusion (IMQ)] has worked to dispel feelings of isolation. People can't find the Black church or the Black community. A group called Soul Sugar has been having open mic nights and trying to host prayer times to meet the spiritual needs of younger Black people. We are lacking the connection to the spiritual guidance from our mothers and grandmothers.

The shifting Black community is the result of the population decrease due to lack of employment opportunities, for youth in particular. In recent years, there has been regrowth with incoming Black professionals at NAU, medical fields, et cetera; with this there has also been an influx of issues with police and other systems, especially with the suggestion that because Black numbers are small, Black narratives are insignificant.

People of color are struggling with economics; community resources and services have been stripped. Black people have been trained how to behave, and being uncomfortable is something we've been conditioned to accept. African Americans are taught to dislike each other.

A lot of what we have in the community are segregated functions. We need more integration, while keeping our history.

Systemic racism has created a system where we [as Black people] hate each other. It's become a cultural thing [for all people] to disrespect each other. We need to take conscious control of how we're represented.

Inaction stands in the way – people who don't see it as their problem or the idea of being color blind, which negates our struggle.

We need to have a conversation around the term racist; people need to learn to address the behavior without taking the term personally.

There is division, within the Black community, that doesn't allow us to have connection with ourselves. We need to stop using personal history to allow us not to support each other.

I think the cost of living is probably another huge barrier. Because even if I settled for a job in Flagstaff that's kinda outside my desired field, could I afford to stay? Probably not.

There's a white and privileged mentality that you see everywhere. It restricts our ability to be comfortable with ourselves. I'm so tired of it. I believe we're on Indigenous land, and it doesn't make sense that there are so many white people here.

Working in this town is terrible. Working in customer service is already terrible, but working in customer service in Flagstaff, where everyone feels entitled to everything, is a lot. It might have to do with where people are from and settling here ... There's a white superior mentality. I feel like someone needs to voice this and maybe we can start.

I think we need to band together as a community. [As suggested by Mr. Brown], creating a guide or directory to Black businesses, it's like, why don't these things exist? Because we don't have these cultural touchstones, we seclude ourselves. It's enhanced by us not reaching out and uplifting each other.

It's the lack of culture that keeps me from wanting to stay here. That might be why the diversity rate on campus is so low. The first thing my mind went to was the Native

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American community and how their history was shut down. There's a colonialist mentality ... if you land here, you own this space, if you kill enough people you have control over it. If we're going to make any forward progress, we need to get beyond this territorial mindset and understand it's not always about taking as much as you can.

I definitely think that if [there were] more people of color that were here in Flagstaff, I would feel more comfortable staying and being here in general.

There's no regular meeting space for the community.

As someone who is Black and Mexican, I feel like there is not enough representation of people of color. More culture and representation in Flagstaff would make me feel so much more comfortable being here.

**CHAPTER 3:
GOALS, POLICIES, AND STRATEGIC
PRIORITIES**

GOALS, POLICIES & STRATEGIES

Goals and policies in the Flagstaff's Forgotten People (FFP) Strategic Plan aim to specifically address issues and concerns facing Flagstaff's Black community via methods that simultaneously advance the goals and priorities of the City of Flagstaff while encouraging a more complete fulfillment of the City's mission, vision, and organizational values. Goals are presented both broadly and specifically in line with the various levels of need within the Black community of Flagstaff, aiming to ensure continued viability for the next 10- to 20-year plans for development and engagement by Council. Strategies presented within this plan represent ideas that may help achieve desired outcomes.

City Council Mission

The Lived Black Experience Community Coalition believes that to fulfill its mission "to protect and enhance the quality of life for all," the City of Flagstaff must take deliberate action to address the needs and concerns of the Black community.

City Council Vision

The City Council has stated the following vision for the City of Flagstaff:

The City of Flagstaff is a safe, diverse, just, vibrant and innovative community with a unique character and quality of life for all. The City fosters and supports economic, environmental, educational and cultural opportunities.

It is the belief of the LBEC Coalition that until the City of Flagstaff recognizes the contributions of its historic Black community, and takes steps to ensure continued engagement and enrichment of this community, this vision cannot be fully realized. The aim of the FFP Strategic Plan is to provide various mechanism through which the City can proactively engage the Black community, thereby furthering what we believe to be an admirable and worthy vision for all of Flagstaff's citizenry.

Goals Overview

The goals outlined within this plan represent the desired results envisioned by the Black community of Flagstaff, in partnership with the LBEC Coalition and Flagstaff's City Council, with the commitment of both Council and the community. These goals represent four primary areas of focus:

I. Community Development

To grow and strengthen an equitable, resilient, and thriving Black community through economic advancement, increased access, and the recognition and preservation of

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the historic and developing Black community of Flagstaff.

Representation & Preservation / Economic Inclusion & Impact / Race, Space & Segregation

II. Community Engagement

To partner with the community to develop, improve, and sustain relationships that guide solutions addressing social, cultural, and economic determinants of access, public consideration, education, advancement, and care.

Representation & Preservation / Mental & Behavioral Health

III. Community Infrastructure

To intentionally partner with the Black community to develop ongoing programs of education, celebration, and economic development, with a direct focus on recognizing the need for public spaces and places directed toward such engagement.

Youth Perspectives & Concerns / Race, Space & Segregation / Mental & Behavioral Health

IV. Community Outreach

To enhance public transparency, accessibility, economic equity, and social justice within the Black community of Flagstaff in order to enable a more holistic approach to Flagstaff's long-term developmental goals that is cognizant of the potential impacts to all aspects of its community.

Social & Criminal Justice / Representation & Preservation

Policies Overview

Policies represent a deliberate system of principles and actions intended to guide decisions and achieve the stated goals of the FFP Strategic Plan.

I: Community Development

Goal I: To grow and strengthen an equitable, resilient, and thriving Black community through economic advancement, increased access, and the recognition and preservation of the historic and developing Black community of Flagstaff.

Policy I.1: Create opportunities where new businesses and economic opportunities can contribute financially to community growth and development.

Policy I.2: Create greater awareness of programs and opportunities that support the development of economic drivers specifically focused within the Black community.

Policy I.3: Support investment in the Black communities of Flagstaff that address longstanding issues and community concerns including home ownership, housing affordability, job development, historic preservation, et cetera.

II: Community Engagement

Goal II: To partner with the community to develop, improve, and sustain relationships that guide solutions addressing social, cultural, and economic determinants of access, public consideration, education, advancement, and care.

Policy II.1: Enhance visibility of the Black community through events, cultural celebrations, educational opportunities, and historic preservation.

Policy II.2: Examine opportunities for access to community-specific care, including culturally specific health resources, education, etc.

Policy II.3: Engage in continued and ongoing conversation with the Black community via public forums, the establishment of a culturally specific commission, and the development of a community partnership to continuously solicit input, feedback, and awareness.

Policy II.4: Ensure engagement activity remains at all times inclusive and cognizant of the diversity within the community, to the greatest extent possible allowing equitable opportunity for civic engagement.

III: Community Infrastructure

Goal III: To intentionally partner with the Black community to develop ongoing programs of education, celebration, and economic development, with a direct focus on recognizing the need for public spaces and places directed toward such engagement.

Policy III.1: Expand capital improvement, economic development, and workforce investments to maximize and maintain growth within the historic Black neighborhoods and communities of color in Flagstaff.

Policy III.2: Utilize various community and economic resources to create new and support existing centralized, publicly accessible spaces dedicated to the engagement of the Black community and the support of cultural and artistic spaces.

Policy III.3: Provide funding and other community resources to the establishment of programs providing ongoing education and engagement opportunities with the historic Black neighborhoods and communities of color in Flagstaff.

Policy III.4: Utilize infrastructure development to address regional disparities, access imbalances, and the ongoing rural-suburban-urban divide.

IV: Community Outreach

Goal IV: To enhance public transparency, accessibility, economic equity, and social justice within the Black community of Flagstaff in order to enable a more holistic approach to Flagstaff's long-term developmental goals that is cognizant of the potential impacts to all aspects of its community.

Policy IV.1: Cultivate community partnerships by promoting civic engagement and outreach initiatives between local agencies and the historic Black neighborhoods and communities of color in Flagstaff.

Policy IV.2: Recognize the historic disparate impact of community policing and criminal justice system policies on communities of color, and actively engage both

public and private agencies and community partners to examine, review, and revise policies, programs, and procedures that may preserve and sustain such impacts.

Policy IV.3: Actively engage the Black community of Flagstaff in ongoing dialog, to ensure visibility, cultural inclusion, positive representation in civic discourse, and an ongoing presence in the public discourse of city development.

Strategic Overview

The strategies presented in this plan are suggestions and ideas directed toward the achievement of the goals and policies listed above. These strategies are the direct result of community engagement, having been compiled from community dialogs, public participation, focus groups, community gatekeepers, subject matter experts, etc. Strategies are identified and categorized by the goals and policies they further, as well as the strategic focus areas identified during the community forums held in conjunction with the City of Flagstaff. Because many strategies interconnect across recommendation areas, we recognize that similar ideas may be presented in a variety of areas.

I: Community Development – To grow and strengthen an equitable, resilient, and thriving Black community through economic advancement, increased access, and the recognition and preservation of the historic and developing Black community of Flagstaff.

- Provide funding to the development of Black business ownership and entrepreneurship, as well as education and support resources to Black entrepreneurs and innovators within the Flagstaff community **[RP/PI.1, PI.3]**
- Provide funding and other support mechanisms for the celebration and recognition of Black food, art, and cultural traditions **[RP/PI.1, PI.3]**
- Create publicly accessible preservation resources, including an oral history database, a Black cultural walking tour, and public access to the various special collections and records pertaining to Flagstaff's historic Black community **[RP/PI.3]**
- Provide wrap-around services via agencies and/or other community mechanisms focused on helping individuals—particularly those of color—to acquire business licenses, City and County registrations and permits, and provide matching funds for successful completion of business development educational programming **[EI/PI.1, PI.2, PI.3]**
- Ensure equitable access to mentorship, business resources, and other help agents and/or agencies **[EI/PI.1, PI.2, PI.3]**
- Provide community and funding support for nontraditional business development and entrepreneurial endeavors **[EI/PI.1, PI.2]**

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- Solicit the development of traditionally Black-servicing businesses and resources, including hair salons, beauty shops and parlors, food services and restaurants, etc. **[EI/PI.1]**
- Create and market visible representation of the Black community through mechanisms such as walking tours, marketing, and public and visible recognition of locations that are representative of Flagstaff's historic Black community (including historic Green Book locations, Buffalo Soldier encampments, historic homes and community centers, etc.) **[EI/PI.2]**
- Create a nexus hub, such as a Black community website, where Black-owned businesses can be recognized, discovered, and accessed **[EI/PI.1, PI.2, PI.3]**
- Create a co-op where leaders in Black business can help provide visibility and resources for economic development **[EI/PI.1, PI.2, PI.3]**
- Create a centralized marketplace, run once a month out of the historic Murdoch Center, as a launching pad for Black businesses in Flagstaff **[EI/PI.1, PI.3]**
- Develop programming such as a "Third Thursday" program, hosted through the Murdoch Community Center, to provide an opportunity for community members to engage with the Black community and Black economic drivers **[EI/PI.1, PI.3]**
- Provide various public educational opportunities to ensure all community members are aware of and properly educated in resources and programs available for economic development **[EI/PI.1, PI.2, PI.3]**
- Develop a dual position Black Community Liaison and Murdoch Center Executive Director, selected via a joint City of Flagstaff and Southside Community Association selection committee **[EI/PI.1, PI.3]**
- Recognize, via proclamation or other public issuance, the fact that barriers to Black community development, inclusion, and space access existed, and continue to exist, that must be overcome for the benefit of the full Flagstaff community **[RS/PI.2, PI.3]**
- Focus on the development of equitable, affordable housing and homeownership opportunities for Black and other communities of color, recognizing the historical impact of systemic racism enacted via redlining, blockbusting, and other programs that denied housing and other economic resources to various citizens on the basis of race **[RS/PI.3]**
- Homeownership opportunities with centralized services localized within the historic Southside neighborhood **[RS/PI.3]**
- Recognize that development undertaken by the City must remain cognizant of maintaining the historic communities occupying areas of development **[RS/PI.3]**
- Actively support the recruitment of diverse medical, behavioral, and mental healthcare professionals **[MB/PI.1, PI.3]**
- Consider and engage in thoughtful discourse regarding mechanisms for reparations within the Black community of Flagstaff, including consideration of community reparation programs such as the establishment of an equity fund and/or donations to and fiscal partnership with the historic Murdoch Community Center **[RS/PI.3]**

Policy I.1: Create opportunities where new businesses and economic opportunities can contribute financially to community growth and development.

Policy I.2: Create greater awareness of programs and opportunities that support the development of economic drivers specifically focused within the Black community.

Policy I.3: Support investment in the Black communities of Flagstaff that address longstanding issues and community concerns including home ownership, housing affordability, job development, historic preservation, et cetera.

II: Community Engagement – To partner with the community to develop, improve, and sustain relationships that guide solutions addressing social, cultural, and economic determinants of access, public consideration, education, advancement, and care.

- Creation of an annual cultural festival, held in Heritage Square, aimed at bringing and sustaining knowledge of the historic, current, and future Black communities of Flagstaff *[RP/P.1, P.4]*
- Engage the community in increased levels of activities during Black History Month, Juneteenth, and other significant holidays and events in Black cultural history *[RP/P.1, P.3, P.4]*
- Provide signage (including street names), plaques, murals and public art, and other public markers that recognizes, honors, and commemorates important figures within the history of Flagstaff and Northern Arizona *[RP/P.1]*
- Enable the built environments of Flagstaff to recognize and reflect the Black presence *[RP/P.1, P.3, P.4]*
- Create mechanisms for the inclusion of educational programming aimed at inclusive representation, regardless of classroom makeup, recognizing that all cultures should be represented within the education system *[YP/P.1, P.3, P.4]*
- Develop partnerships with NAU fraternities, sororities, and panhellenic organizations to offer mentorship, community engagement, and the development of educational and enrichment programs *[YP/P.1, P.2, P.3, P.4]*
- Provide sponsorship funding for ongoing community partnerships between the Black community and local businesses and community organizations *[YP/P.1, P.2, P.4]*
- Provide educational resources to combat both the stigmatization of mental health in the Black community and the limited understanding of Black mental health outside of the Black community *[MB/P.1, P.2, P.4]*
- Provide resources and mechanisms for trauma informed care specific to, and guided by principles native to, the Black community and other communities of color *[MB/P.2, P.4]*

Policy II.1: Enhance visibility of the Black community through events, cultural celebrations, educational opportunities, and historic preservation.

Policy II.2: Examine opportunities for access to community-specific care, including culturally specific health resources, education, etc.

Policy II.3: Engage in continued and ongoing conversation with the Black community via public

forums, the establishment of a culturally specific commission, and the development of a community partnership to continuously solicit input, feedback, and awareness.

Policy II.4: Ensure engagement activity remains at all times inclusive and cognizant of the diversity within the community, to the greatest extent possible allowing equitable opportunity for civic engagement.

III: Community Infrastructure

- Install permanent markers and plaques to designate and commemorate the contributions of African Americans throughout the City *[RS/PIII.2, PIII.4]*
- Create a central Black Community Center to ensure access to information and contact with the Black community of Flagstaff *[RS/PIII.1, PIII.2, PIII.3, PIII.4]*
- Recognize the historical significance of Wilson Riles and ensure community knowledge of his legacy *[RS/PIII.3]*
- Creation of a Black Cultural Center, utilizing the preexisting space and programs of the historic Murdoch Center, and recognition of the Murdoch Center as an historic cultural center for the education, preservation, and celebration of Flagstaff's Black cultural heritage *[RP/PIII.1, PIII.2, PIII.3, PIII.4]*
- Restore, or memorialize, the Buffalo Soldier Museum *[RP/PIII.2, PIII.3]*
- Provide broadband internet connectivity throughout the City, with intentional focus on the connectivity infrastructure within the historic Southside community *[RP/PIII.1, PIII.4]*
- Examine and improve the cost of living to enable the retention of professional talent of color *[MB/PIII.1, PIII.4]*
- Increase resources specifically addressing mental, behavioral, and other medical health concerns within the Black community *[MB/PIII.1, PIII.2, PIII.3, PIII.4]*

Policy III.1: Expand capital improvement, economic development, and workforce investments to maximize and maintain growth within the historic Black neighborhoods and communities of color in Flagstaff.

Policy III.2: Utilize various community and economic resources to create new and support existing centralized, publicly accessible spaces dedicated to the engagement of the Black community and the support of cultural and artistic spaces.

Policy III.3: Provide funding and other community resources to the establishment of programs providing ongoing education and engagement opportunities with the historic Black neighborhoods and communities of color in Flagstaff.

Policy III.4: Utilize infrastructure development to address regional disparities, access imbalances, and the ongoing rural-suburban-urban divide.

IV: Community Outreach

- Develop various before- and after-school programs directed toward youth within the Black and other underrepresented cultural communities of Flagstaff *[RP/PIV.1]*
- Establish programs of restorative, versus punitive, justice within the Flagstaff criminal justice system *[SJ/PIV.1, PIV.2, PIV.3]*

Flagstaff's Lived Black Experience Strategic Plan

- Introduce young, underrepresented citizens to the law for the purposes of recruitment, increased diversity, and to ensure understanding of how to engage with the legal system *[SJ/PIV.1, PIV.2, PIV.3]*
- Provide ongoing, mandatory training for all employees within the criminal justice system (courts; police officers, staff, and personnel; etc.) in diversity, equity, inclusion, implicit bias, etc. *[SJ/PIV.2]*
- Engage in ongoing review of laws and practices within the Flagstaff criminal justice system that perpetuate systems of institutional racism *[SJ/PIV.2]*
- Develop community engagement programs between the Flagstaff Police Department and the Black community to foster positive relationships and engagements *[SJ/PIV.1, PIV.2, PIV.3]*
- Partnership with the Flagstaff Unified School District for the development of clubs, groups, and other organizations for students of color in order to educate and inform them of various historical and current events of social and cultural significance *[YP/PIV.1, PIV.3]*
- Create a strategic partnership between the Northern Arizona University Ethnic Studies program and the Flagstaff Unified School District *[YP/PIV.1]*
- Reestablish the Flagstaff Youth Commission, ensuring that cultural representation is part of the organizational mandate *[YP/PIV.3]*
- Provide future leader training opportunities via mentorship and partnership engagement through City Council and other City, County, and State leaders *[YP/PIV.1, PIV.2, PIV.3]*
- Dedicated investment on the part of the City to youth programs highlighting and emphasizing participation among students of color *[YP/PIV.1, PIV.3]*
- Provide implicit bias training to all professionals and staff within Flagstaff Medical Center, North Country Health Care, and other healthcare provider offices *[MB/PIV.1, PIV.2, PIV.3]*

Policy IV.1: Cultivate community partnerships by promoting civic engagement and outreach initiatives between local agencies and the historic Black neighborhoods and communities of color in Flagstaff.

Policy IV.2: Recognize the historic disparate impact of community policing and criminal justice system policies on communities of color, and actively engage both public and private agencies and community partners to examine, review, and revise policies, programs, and procedures that may preserve and sustain such impacts.

Policy IV.3: Actively engage the Black community of Flagstaff in ongoing dialog, to ensure visibility, cultural inclusion, positive representation in civic discourse, and an ongoing presence in the public discourse of city development.

SC	Social & Criminal Justice
RP	Representation & Preservation
YP	Youth Perspectives & Concerns
EI	Economic Inclusion & Impact
RS	Race, Space & Segregation
MB	Mental & Behavioral Health

**APPENDIX A:
GLOSSARY**

GLOSSARY OF KEY TERMS

Below are key terms referenced within, or otherwise essential to, the conversations undertaken in this strategic plan.

Black/African American	This nomenclature, used interchangeably to denote people of African descent who live in the United States, has always been complicated by migration, forced enslavement, and a quest for freedom that began among Indigenous Africans who have been part of a forced Diaspora
Black Psychology	According to the Association of Black Psychologists (ABPsi) Black or African Centered psychology “is a dynamic manifestation of unifying African principles, values and traditions.” The term and nomenclature of Black Psychology was developed in contrast to mainstream, Eurocentric (white-oriented) psychology which was inherently based in concepts of white superiority, resulting in what original conceptualist Joseph White defined as “erroneous conclusions” and deficient analysis of Black culture, tradition, cognitive development, and social needs.
Community Gatekeepers	Those who have influence or control over various initiatives within a community; gatekeepers are members of a community, viewed as community “insiders,” with distinct—and often distinguished—understanding of the community’s culture, climate, and political environment.
Defunding	The reduction of (typically police) budgets and subsequent reallocation of funds to crucial, and oft-neglected, community resources (e.g. education, housing, public health, youth services, etc.).
De-policing	Though typically defined as the retreat of officers from proactive law enforcement tactics, in the context of communal conversation this term was used to mean a reduction in what may be perceived as aggressive policing of community in deference to concepts such as “peace officers” and enhanced community resources.
Disparate Impact	In general, practices which are formally neutral yet disproportionately adversely affect one or more groups represented by a protected characteristic (e.g. race, color, religion, national origin, sex, disability status, etc.)
Diversity	Generally, the wide variety of shared and different personal and group characteristics among human beings. Diversity is both visible (color, gender, age, ethnicity,

Equity	visible disability, and sometimes religion) and invisible (socioeconomic status, invisible disability, mental/behavioral health, religion, familial status, etc.). The act of ensuring that individuals are provided with the resources they need to have access to the same opportunities as the general population. While “equity” and “equality” are often used interchangeably, there are key differences. “Equality” suggests uniformity, with even distribution among all people; what is equal, however, is not always equitable. “Equity” or “Equitability” suggests impartiality, with distribution made in such a way to “level” opportunities for all people; what is equitable is not always equal.
Gaslighting	A tactic in which one is manipulated, whether deliberately or undeliberately, by psychological means into questioning their own experiences, memories, perceptions, judgements, and even sanity. Gaslighting uses tactics such as contradiction, denial, misdirection, and misinformation to delegitimize one’s beliefs.
Gentrification	Generally, the process of making a person, place, or thing more refined and/or respectable. Culturally, gentrification is the process whereby the character of a community typically representative of marginalized groups is changed by wealthier people, particularly of a majority group, moving in; this typically leads to what generally is perceived as “improvements” (housing, new business, etc.), but also typically displaces the current culture and community in the process.
(The) Green Book	The Negro Motorist Green Book was an annual guidebook, written and published by Victor Hugo Green, for African American travelers who faced discrimination, racism, and other hostilities on the road. The guide provided lists of resources, services, and places considered mostly friendly to African Americans. Flagstaff locations included the Du Beau’s Motel Inn, El Rancho Flagstaff, the Nackard Inn, the Park Plaza Motel, Pearl Polk, Vandevier Lodge & Dining Room, and the Yucca Greyhound Café.
Inclusion	Authentically bringing traditionally excluded (“marginalized”) individuals and/or groups into processes, activities, and decision- and/or policy-making in a way that shares power. Inclusion actively creates involvement and empowerment, whereby any person or group can be, and feel, welcomed, respected, supported, and valued to fully participate.
Institutional Racism	Institutional Racism describes forms of racism that are

Marginalization	<p>embedded into political and social institutions and discriminate, either deliberately or indirectly, against particular racial groups; institutional racism routinely and systematically advantages the dominant culture or ethnic group while disadvantaging and excluding others</p> <p>The exclusion, ignoring, or relegation of a group to the “outer edge” of a group, society, or community. Marginalization devalues those who vary from the “norm” or “mainstream,” at times to the point of dehumanizing them or otherwise categorizing them as deviant, regressive and/or inferior.</p>
Reparations	<p>The making of amends for a wrong one has done, typically by means of financial restitution to, or otherwise helping, those who have been wronged. Reparations are a traditional, well-precedented remedy to historic wrongs, including examples of the Holocaust, Japanese Americans, et cetera.</p>
Representation	<p>While representation often refers to the (traditionally negative) perceptions of particular groups represented in media, throughout this work “representation” signifies the presence, and recognition, of particular groups within a community, in a manner that acknowledges, celebrates, and makes efforts to positively include these groups in the development of the community.</p>
Restorative Justice	<p>An approach to justice in which those who have caused harm are engaged in a cooperative process to repair that harm, wherein the goal is for both the victim and the offender to discuss and share the experiences of what happened, who was harmed, and how to pursue repair of harm via consensus.</p>
Segregation	<p>The forced separation and discrimination against people of color—particularly those of African descent—through <i>de factor</i> (social custom) and <i>de jure</i> (legal practice) methods. Also called American Apartheid, and/or Jim Crow Segregation.</p>
White Psychology	<p>The disconnect that exists between what is in front of someone and what is conditioned through “institutional reinforcements.” In context, this term refers to the ability of white individuals to dismiss the marginalization and cultural exclusion of people of color due to systemic, institutional indicators which suggest such marginalization and exclusion does not, in fact, exist.</p>

**APPENDIX B:
STRATEGIC PLAN CONTRIBUTORS**

We offer deep thanks, gratitude, and appreciation to all the elected and appointed officials, professionals, and community members who contributed to Flagstaff's Lived Black Experience Strategic Plan:

City Council

Mayor Coral Evans
Vice Mayor Adam Shimoni
Councilmember Regina Salas
Councilmember Austin Aslan
Councilmember Jamie Whelan
Councilmember Charlie Odegaard
Councilmember Jim McCarthy

Southside Community Association Board

Deborah Harris, Executive Director
Pam Garcia
Khara House
Sandra McCoy
Elson Miles
David Rodriguez
Shirley Sims

Valeria Chase (non-voting member)
Coral Evans (non-voting member)
Frank Higgins (non-voting member)
Joshua Maher (non-voting member)

Policy Brief Writers (in order of presentation)

Pastor Gerald Richard
Rev. Bernadine Lewis
Warren Brown
Khara House
Dr. Ricardo Guthrie
Jermaine Barkley

Lived Black Experience CommUnity Coalition Member Organizations

Coconino County African Diaspora Advisory Council
NAACP Flagstaff Branch
Southside Community Association
Ethnic Studies (Northern Arizona University)
Phi Beta Sigma Fraternity, Incorporated
Sigma Gamma Rho Sorority, Incorporated

Historic Black Church Partners

First Missionary Baptist Church – Pastor Jeffery Kennedy
Harbert AME Church – Pastor Corey Moore
Riverside Church of God in Christ – Pastor Leonard Bryant
Springhill Baptist Church – Pastor Cemie Clayton

Community Forum Participants

Below are the lists of all who registered for each of the six community forums. Not all who registered may have attended in person.

Criminal & Social Justice – Pastor Gerald Richard

Charmayne Allen
Austin Aslan
Carly Camplain
Ricky Camplain
Joseph Carroll
Carmenlita Chief
Greg Clifton
Justis Daniels-Bezout
Destiney Evans
Linnea Evans
Alexis Floyd
Hilary Giovale
Chelsea Green
Melvin Hall
Deborah Harris
Harvey Hill
Jennifer Hunter
Patrice Horstman
Khara House

Grey Jones
Kara Kelty
Carolyn Kidd
Bernadine Lewis
Edward Lumpkin
Gretchen Mcallister
Dr. Tracye Moore
Daniel Musselman
Eric Nolan
Abby Ortiz
Mike Oxtoby
William Ring
Adam Shimoni
Joe Stubblefield
Annette Yazzie
Ricky Young

Representation & Preservation – Rev. Bernadine Lewis

Khara House
Linnea Evans
David Bonnell
Warren Brown
Alexander Darmawaskita
Justis Daniels-Bezout
Gwen Glover
Mary Grove
Dr. Ricardo Guthrie
Melvin Hall
Jessica Ivola
Carolyn Kidd
Edward Lumpkin
Laurel Matsuda
Dr. Tracye Moore
Charlie Odegaard
Adam Shimoni
Joe Stubblefield
Ricky Young

Youth Issues & Concerns – Warren Brown

Hawwah Abdullah
Jermaine Barkley
David Bonnell
Sydney Carter
Shilah Chase
Jason Cook

Carnell Council
Justis Daniels-Bezout
Alex Darmawaskita
Emily Davalos
Dan Duke
Kijan Edwards
Coral Evans
Linnea Evans
James Gallardo
Marissa Garcia
John Grahame
Mary Grove
Melvin Hall
Deborah Harris
Jay Hicks
Harvey Hill
Erica Holling
Khara House
Jennifer Hunter
Jennifer Ingram
Erin Kaczmarowski
Liza Kretzmann
Arthur Kumon
Kara Kumon
Bernadine Lewis
Darrell Lieteau
Frederick Littles
Edward Lumpkin
Tracye Moore
Johnell Murphy
Charlie Odegaard
Style Ranger
Rene RedDay
Obie Saddler
Adam Shimoni
Daniel Slack
Joe Stubblefield
Crystal Warden-Gant
Annette Yazzie
Ricky Young
Economic Inclusion & Impact – Khara House
David Bonnell
Jason Cook

Chris Duarte

Vickey Finger

Melvin Hall

Deborah Harris

Kara Kumon

Tracye Moore

Lina Wallen

Ricky Young

Race, Space & Segregation – Dr. Ricardo Guthrie

Jermaine Barkley

David Bonnell

Warren Brown

Jason Cook

Justis Daniels-Bezout

Vickey Finger

Harvey Hill

Khara House

Jennifer Hunter

Susie Immel

Eliza Kretzmann

Kara Kumon

Edward Lumpkin

Jessica Miller

Tracye Moore

Ricky Young

Mental & Behavioral Health – Jermaine Barkley

David Bonnell

Warren Brown

Justis Daniels-Bezout

Elizabeth Dublinski

Steven Finger

Vickey Finger

Deborah Fresquez

Khara House

Zayita James

Patricia McCaslin

Tracye Moore

Michele Ralston

Rene RedDay

Margaret W

Lina Wallen

Molly Yumkas

Focus Group Participants

Note: As many participants requested or preferred anonymity, in some cases names of focus group participants are not listed to preserve the protected identities of speakers.

Community & Youth Advocates

Danny Neal

Tyrone Johnson

Kuttz Barber Shop & College

Jabar Nichols, owner and community & youth representatives

First Missionary Baptist Church

Pastor Jeffery Kennedy and congregants

Harbert AME Church

Pastor Corey Moore and congregants

Riverside Church of God in Christ

Pastor Leonard Bryant and congregants

Springhill Baptist Church/NAACP Flagstaff

Pastor Cemie Clayton and congregants

Coconino County African Diaspora Advisory Council

Breyaunna Smith, Chair

Amber Jones

Laurel Matsudo

Dr. Tracey A. Moore

Northern Arizona University Black Student Union

Alexa Hart, President

Kobe Lee, Vice President/Secretary

Samrawit Shibeshi, Treasurer

Amethyst Nabors, Social Justice Chair

Malik Bossett, Black History Month Event Coordinator

Alexia Phillips, Black Renaissance Chair

Angel Sabay, Homecoming Co-Chair

Jessica Daniels, Advisor

**APPENDIX C:
SUPPLEMENTAL MATERIALS**

RECOMMENDED READING

Social & Criminal Justice

[“Race, Ethnicity, and the Criminal Justice System”](#) – American Sociological Association

[“Social Justice and the African American Liberation Tradition”](#) – William Cook, *Journal of Black Studies*

[“Preparing Leaders for Social Justice”](#) – Colleen A. Capper, George Theoharis, James Sebastian, *Journal of Educational Administration*

[“How We Police”](#) (presentation to Flagstaff City Council) – Deputy Police Chief Dan Musselman

The New Jim Crow: Mass Incarceration in the Age of Colorblindness – Michelle Alexander

Just Mercy: A Story of Justice and Redemption – Bryan Stevenson

No Equal Justice – David D. Cole

Representation & Preservation

[“The Fight to Preserve African-American History.”](#) Casey Cep, *The New Yorker*, Feb 2020.

[“Preserving Black Culture.”](#) Brent Leggs, National Trust for Historic Preservation African American Cultural Heritage Action Fund/Main Street America. Feb 2020.

[“Preserving African American Historic Places.”](#) Brent Leggs, Kerri Rubman, and Bryd Wood, National Trust for Historic Preservation/Saving Places, 2012.

[“Making Black history matter in public space.”](#) Hanna Love and Jennifer S. Vey, *The Avenue* (Oct 2019).

[“The ‘Transcendent’ Nature of Preserving African American Places.”](#) Carson Bear, Saving Places.

Youth Issues & Concerns

[“Structural Racism and Youth Development: Issues, Challenges, and Implications”](#) – The Aspen Institute/Racial Equity Tools

[“The Face of the Future: Risk and Resilience in Minority Youth”](#) – Ana Mari Cauce, Rick Cruz, Marissa Corona, and Rand Conger, National Center for Biotechnology Information/NIH

[“Fewer Black Teens Seek Treatment for Depression, Mental Health Issues than White Counterparts”](#) – Rebecca Klisz-Hulbert, *The Washington Post*

The Mis-Education of the Negro – Carter G. Woodson

Black Youth Rising: Activism and Radical Healing in Urban America – Shawn R. Ginwright

Economic Inclusion & Impact

[“Systematic Inequality and Economic Opportunity”](#) – Danyelle Solomon, Connor Maxwell, and Abril Castro, Center for American Progress

[“The Economic State of the Black Community”](#) – Senate Joint Economic Committee

[“How to Support Black Businesses, According to Four Black Entrepreneurs”](#) – Dreamers & Doers, *Business Insider*

PowerNomics: The National Plan to Empower Black America – Dr. Claud Anderson

Race, Space & Segregation

“New Southside mural inspirational, educational -- and colorful, too.” *Arizona Daily Sun*, August 2011: A-5.

“The Days of ‘Haze’: A Personal Journey Down the Back Road to *Brown v. Board of Education*.” Linda C. Boone, *Arizona Attorney*, March 2000: 38-40. ^[L]_[SEP]

[“Commentary: Arts, Neighborhoods, and Social Practices: Towards an Integrated Epistemology of Community Arts.”](#) Karen Chapple and Shannon Jackson, *Journal of Planning Education and Research* 29

“The African American Murals of Los Angeles.” Robin Dunitz, *American Visions* 9 (Dec./Jan. 1994/1995): 14. ^[L]_[SEP]

[“Rio De Flag – Flood Control.”](#) Bill Gaud, Northern Arizona University.

[“Rio de Flag Faces Reengineering.”](#) Lucas Holub, *The Lumberjack* (October 2002).

[“The Community Mural and Democratic Art Processes.”](#) Michael R. Mosher, *Review of Radical Political Economics* 36 (Fall 2004): 528-537.

[“The Murdoch Center is Producing Solar Energy!”](#) Solar Mosaic, 2012.

[“The Art of Swinging Left in the 1930s: Modernism, Realism, and the Politics of the Left in the Murals of Stuart Davis.”](#) Jody Patterson, *Art History* 33 (Feb 2010): 98-123.

[“Hey! Are There Any Murals Around Here?”](#) Jon Pounds, *Public Art Review* 17 (Fall/Winter 2005): 16-19.

“Art as Civic Biography: Philadelphia Murals Project.” Robin Rice, *New Art Examiner* 26 (April 1999): 18-23.

Wilson Riles: “‘No Adversary Situation,’ Public School Education in California and Wilson C. Riles,” recorded by Sarah Sharp, Regional Oral History Office. The University of California Bancroft Library, 1984.

[“Can the Arts Change the World? The Transformative Power of Community Arts.”](#) Abby Scher, *New Directions for Adult & Continuing Education* 116 (Winter 2007): 3-11.

[“Public Art at the Global Crossroads: The Politics of Place in 1930s Los Angeles.”](#) Sarah Schrank, *Journal of Social History* 44 (Winter 2010): 435-457.

[“The Academic and Social Value of Ethnic Studies: A Research Review.”](#) Christine E. Sleeter/National Education Association, 2011.

[“Conflict and Consensus: New Deal Mural Post Office Art.”](#) Robert L. Stevens and Jared A. Fogel, *National Social Science Journal* 33 (Jan 2010): 160-165.

“A Methodological Model for Rapid Assessment, Response, and Evaluation: The RARE Program and Public Health.” Robert Trotter and Richard Needle, et al, *Field Methods* 13 (May 2001): 137-259.

[“Community, Consensus & the Protest Mural.”](#) Jane Weissman and Janet Braun-Reinitz, *Public Art Review* 17 (Fall/Winter 2005): 20-23.

[“The Rise of Black Phoenix: African-American Migration, Settlement and Community Development in Maricopa County, Arizona 1868-1930.”](#) Matthew Whitaker, *The Journal of Negro History* 85 (Summer 2000): 197.

Mountain Town: Flagstaff's First Century. Platt Cline/Northland Publications, 1994.

Theatre of the Oppressed. Augusto Boal/Theatre Communications Group, 1985.

Black Feminist Thought: Knowledge, Consciousness, and the Politics of Empowerment. Patricia Hill Collins/Routledge, 2000.

Rouch in Reverse. Manthia Diawara/California Newsreel.

The Pedagogy of the Oppressed. Paulo Freire/Continuum.

What Has Passed and What Remains: Oral Histories of Northern Arizona's Changing Landscapes. Peter Friederici, ed./ The Univ. of Arizona Press, 2010.

How Racism Takes Place. George Lipsitz/Temple Univ. Press, 2011.

American Apartheid: Segregation and the Making of the Underclass. Douglas S. Massey and Nancy A. Denton/Harvard University Press, 1993.

The Great Depression, America, 1929-1941. Robert McElvaine/Times Books, 1984.

All Deliberate Speed: Reflections on the First Half-Century of Brown v. Board of Education. Charles Ogletree/W. W. Norton & Co, 2004.

Theme Town: A Geography of Landscape and Community in Flagstaff, Arizona. Tom Paradis/iUniverse, Inc, 2003.

Southside Community Assessment. 2009. Flagstaff, AZ: Southside Community Association, Civic Service Institute at NAU, and the Arizona Community Foundation.

Mental & Behavioral Health

[“Mental and Behavioral Health – African Americans.”](#) U.S. Department of Health and Human Services Office of Minority Health.

[“Identity and Cultural Dimensions: Black/African American.”](#) National Alliance on Mental Illness (NAMI).

[“Black and African American Communities and Mental Health.”](#) Mental Health America.

[“African Americans Have Limited Access to Mental and Behavioral Health Care.”](#) American Psychological Association, 2017.

[“Stigma Regarding Mental Illness Among People of Color.”](#) Victor Armstrong, MSW. The National Council for Behavioral Health, 2019.

RECOMMENDED VIEWING

Social & Criminal Justice

[“Criminal Justice as Social Justice”](#) – Bruce Western (American Academy of Arts & Sciences)

[“A Prosecutor’s Vision for a Better Justice System”](#) – Adam Foss (TED.com)

Representation & Preservation

[“Protecting America’s Treasures: Black History in the Vault”](#) – US National Archives

[“Preserve Black Culture: Built Structures Keep Memory”](#) – Dr. Toni Shorter Smith (TEDx Talks)

Youth Issues & Concerns

[“The Criminalization of Black Youth in the Classroom”](#) – New America/Howard University

[“Black Youth and the Media”](#) – C-SPAN

Economic Impact & Inclusion

[“BlackEconomics’ with Dr. Claud Anderson”](#) – The Elephant Room/TCN Network

[“What is Black Economic Power & How Do We Create It?”](#) – Paul C. Brunson, Christina Lewis, Kezia Williams, and Rodney Sampson (Tribe PCB)

Race, Space & Segregation

[SouthSide Soul Stories History 101 Part One, & Part Two.](#) LBM Studios/Lawrence B. McCullum, 2012.

[“Housing Segregation and Redlining in America: A Short History”](#) – NPR

[“Race & Space: A Straight Red Line from Housing Segregation to Communities in Crisis”](#) – American Constitution Society

Mental & Behavioral Health

[“Black Mental Health Matters”](#) – Phillip J. Roundtree (TEDx Talks)

[“Black Mental Health Isn’t the Same as White Mental Health”](#) – Big Think/The Mental Health Channel

COMMUNITY RESOURCES

City of Flagstaff – www.flagstaff.az.gov

Coconino County African Diaspora Advisory Committee – www.coconino.az.gov/93/African-Diaspora-Advisory-Council

Ethnic Studies – www.nau.edu/ethnic-studies

Flagstaff City Council – www.flagstaff.az.gov/Mayor-City-Council

Flagstaff City Commission on Diversity Awareness –
www.flagstaff.az.gov/2783/Commission-on-Diversity-Awareness

The Murdoch Community Center (YouTube) –
www.youtube.com/channel/UCcIY7WfFSsrwsoiBnr4shiA/

NAACP Flagstaff – www.facebook.com/NAACPFlagstaff

Southside Community Association – www.southsideflagstaff.com

POLICY SOURCE MATERIALS

For resources used in the composition of Policy Briefs, please view the References section of the brief paper.

Lived Black Experience Contract Scope of Work Review with Council

June 17, 2025





Lived Black Experience Procurement

Background

- August 18, 2020 Council Meeting: Council discussed a Future Agenda Item Request for a discussion for launching an extensive community dialogue that thoroughly and sufficiently explores the Black lived experience in Flagstaff, in the state, and in the nation.
- November 24, 2020 Council Work Session: an overview of the “*Flagstaff's Lived Black Experience Strategic Plan*” and a presentation on “*Flagstaff’s lived black experience: A Forgotten People Forging a Path Forward*” was provided
- December 01, 2020 Council Meeting: the Flagstaff's Lived Black Experience Strategic Plan was adopted by Council
- The following Fiscal Year, there was a request to continue funding, and it was part of the adopted budget
- The program is completing the 4th year at June 30, 2025



Lived Black Experience Procurement

Purpose

To provide services in alignment with the Flagstaff's Lived Black Experience Strategic Plan

Development of a series of programs, educational outreach and focus groups aimed at creating an open dialog with the Black community of Flagstaff, and the broader Flagstaff community, in order to make positive impact within the Flagstaff Black community.

The goal is to inspire conversation, collaboration, and community action policy to both address the concerns of the Black community and work toward the betterment and benefit of all of Flagstaff.



Lived Black Experience Procurement

Scope of Work

- Staff is seeking Council Direction on the Scope of Work prior to releasing the procurement to the community.
- Current draft Scope of Work includes these 8 sections:
 - A. Capacity Building – Board Development
 - B. Social and Criminal Justice
 - C. Representation and Preservation
 - D. Black Youth Perspectives and Concerns
 - E. Race, Space and Segregation
 - F. Health Subcommittee
 - G. Economic Inclusion and Impact
 - H. Lived Black Experience Service Deliverables



Lived Black Experience Procurement

A. Capacity Building – Board Development

Recruitment and Diversity

- Provider will develop a strategy to recruit diverse board members from underrepresented communities in Flagstaff.
- Provider will develop and submit articles of incorporation to the State of Arizona on behalf of the LBE Project as the first step in establishing it as a nonprofit (501 c 3)
- Provider will develop and maintain partnerships with diverse community partners
- Provider will identify and apply for grants for the LBE program



Lived Black Experience Procurement

A. Capacity Building – Board Development

Training and Education

- Provider will host annual board retreats
- Provider will provide workshops on nonprofit management and leadership.

Roles and Responsibilities

- Provider will create a board member handbook and
- Provider will hold regular reviews to ensure duties are fulfilled.
- Provider will track and report program development
- Provider will track and maintain annual program budget



Lived Black Experience Procurement

B. Social and Criminal Justice

Advocacy and Policy Change

- Provider will advocate for policy reforms and collaborate with legal aid organizations.
- Provider will work with the US District Attorney's Office to provide training and education opportunities in Flagstaff.
- Provider will work with the Flagstaff Police Department to continue to develop a partnership with historically Black fraternities and Sororities and establish an initiative to recruit police officers and related personnel (e.g., dispatchers) within that partnership.



Lived Black Experience Procurement

B. Social and Criminal Justice

Community Policing

- Provider will foster relationships between law enforcement and the Black community.
- Provider will host community meetings with law enforcement

Legal Education

- Provider will hold workshops on legal rights and resources.



Lived Black Experience Procurement

C. Representation and Preservation

Cultural Preservation

- Provider will document and celebrate Black history in Flagstaff.

Media Representation

- Provider will ensure accurate and diverse representation of the Black community in local media.
- Provider will promote the LBE program in social media, website and local media.



Lived Black Experience Procurement

D. Black Youth Perspectives and Concerns

Youth Empowerment Programs

- Provider will develop leadership and mentorship programs for Black youth.
- Provider will plan, organize, and conduct a minimum of 2 (two) youth events centered around topics of interest and concern in the LBE Strategic Plan.

Safe Spaces

- Provider will create inclusive spaces for Black youth to express concerns.



Lived Black Experience Procurement

D. Black Youth Perspectives and Concerns

Extracurricular Activities

- Provider will develop and offer sports, arts, and cultural programs.
- Provider will develop and conduct Lived Black Experience Community Dialogue Series to further educate the community about the Lived Black Experience.
- Provider will plan and host the annual Juneteenth Gala and Juneteenth Community Festival



Lived Black Experience Procurement

E. Race, Space, and Segregation

Housing Equity

- Provider will advocate for fair housing policies.

Urban Planning

- Provider will ensure urban development considers the needs of the Black community.

Historical Segregation

- Provider will provide education about the history and impact of segregation in Flagstaff.



Lived Black Experience Procurement

H. Health Subcommittee

Health Education

- Provider will provide workshops and resources on health and wellness.
- Provider will organize and sponsor an annual community health fair in partnership with other community organizations in the broader Flagstaff region.

Mental Health Support

- Provider will increase access and provide resources to mental health services.

Health Disparities

- Provider will research and address health disparities.



Lived Black Experience Procurement

G. Economic Inclusion and Impact

Employment and Entrepreneurship

- Provider will provide job training and support Black-owned businesses.

Financial Literacy

- Provider will conduct workshops on budgeting, investing, and wealth-building.

Economic Advocacy

- Provider will advocate for policies that promote economic inclusion.



Lived Black Experience Procurement

Lived Black Experience Deliverables

Reporting

- Provider will provide the City with budgetary allocation for the upcoming fiscal year
- Provider will provide the City detailed reporting of expenditures at the end of each fiscal year
- Provider will provide the City a list of programs available to the community
- Provider will provide a list of grants received for LBE

Presentations

- Provider will present program success to the City Council



Lived Black Experience Procurement

Evaluative Criteria

A. LBE Requirements (40 points)

Demonstrate that your company meets the requirements for providing a Lived Black Experience program outlined in the Scope of Services. Explain how your organization is qualified to run the program. Include your past experience and organization chart of those that will be involved in the program.

B. Program Approach (30 points)

Provide details of how your organization will approach and deliver the program. Include an anticipated schedule of meetings, events, workshops and community meetings

C. Pricing (30 points)

Provide your proposed cost with detailed budget breakdown. Include all costs for staff, board members program materials, advertising, etc.



Lived Black Experience Procurement



Term of Contract (**new slide**)

How long would you like the term of this program/contract?

- How many years total?
- Examples (with a standard 5-year contract):

Initial Term-Firm	Number of Extensions	Total Years
1	4	5
2	3	5
3	2	5
4	1	5
5	0	5



Lived Black Experience Procurement

Projected Timeline

- June: Finalize procurement documents
- Early July: Release Request for Proposals
- July 31st: Deadline to respond
- August : Evaluate responses
- September 16th: Council awards contract

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 06/11/2025
Meeting Date: 06/17/2025



TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Matthews to place on a future agenda a discussion regarding incentives for middle market/workforce housing.

STAFF RECOMMENDED ACTION:

Council Direction

Executive Summary:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Matthews has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

Information:

None

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 06/11/2025
Meeting Date: 06/17/2025



TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Spence to place on a future agenda a discussion about noise mitigation at Bushmaster Park.

STAFF RECOMMENDED ACTION:

Council Direction

Executive Summary:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Spence has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

Information:

None

Attachments: