

CONTRACT FOR PURCHASE OF MATERIALS/SERVICES
Contract No. 2017-18

This Contract is entered into this 1st day of July, 2017 by and between the City of Flagstaff, a political subdivision of the State of Arizona and the Flagstaff Arts Council.

WHEREAS, the City of Flagstaff desires to receive, and Contractor is able to provide materials and/or services;

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

1. **Scope of Work:** Contractor shall provide the materials and/or services generally described as follows:

Arts, Science, and Cultural Services

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

2. **Compensation:** In consideration for the Contractor's satisfactory performance, City shall pay Contractor the compensation described in Exhibit A. Any price adjustment must be approved in writing and approved by the parties. The City Manager or his designee (the Purchasing Director) may approve an adjustment if the Contract price is less than \$50,000; otherwise City Council approval is required.
3. **Standard Terms and Conditions:** The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated in this Contractor by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. **Insurance:** Contractor shall meet insurance requirements of the City, set forth in Exhibit C.
5. **Contract Term:** The Contract term is for a period of five (5) years, commencing on July 1, 2017 and continuing through June 30, 2022.
6. **Renewal:** This Contract may be renewed or extended for up to three (3) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
7. **Notice.** Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Damian Gallegos
City of Flagstaff
211 W. Aspen Ave
Flagstaff, Arizona 86001
dgallegos@flagstaffaz.gov

To Contractor:

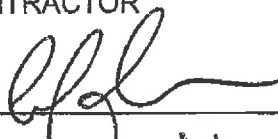
John Tannous
Flagstaff Arts Council
2300 North Fort Valley Road
Flagstaff, AZ. 86001
jtannous@flagartscouncil.org

With a copy to:

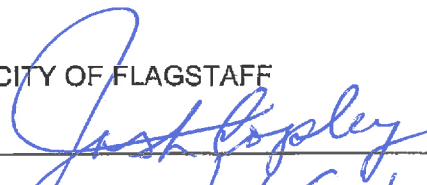
Karl Eberhard
City of Flagstaff
211 W. Aspen Ave
Flagstaff, Arizona 86001
keberhard@flagstaffaz.gov

8. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR



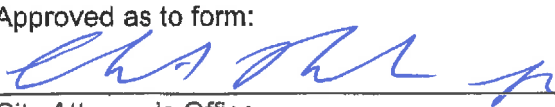
Print name: John Tannous
Title: Executive Director

CITY OF FLAGSTAFF


Print name: Josh Copley
Title: City Manager

Attest:


City Clerk

Approved as to form:


City Attorney's Office

Notice to Proceed issued: _____, 2017

EXHIBIT A
SCOPE OF WORK

Part 1: Local Arts, Culture, and Science Agency

- I. To serve as the coordinating agency for arts, culture, and science endeavors in the Flagstaff area including long-range planning, leadership, and promotional activities, including:
 - A. Establishing and maintaining alignment with community, state and federal plans and initiatives, including but not limited to The Arizona Arts Education Plan, and long-range plans of the Arizona Commission on the Arts, the National Endowment for the Arts, and Alliance for the Second Century member organizations.
 - B. Developing and maintaining effective partnerships with organizations, institutions, businesses, and individuals.
 - C. Providing general and technical support for individuals, programs, activities, and organizations.
 - D. Preserving and utilizing the community's uniquely diverse existing expertise and talent.
- II. To expand the role of arts, culture, and sciences within the community and Flagstaff as a center of arts, culture, and sciences.
- III. To increase the participation opportunities for residents and to stimulate public and private support for arts, culture, and science endeavors.

Further detail regarding the Contractor's responsibilities related to its work as the coordinating agency is included in the Attachment A to this Exhibit and incorporated by reference into this Contract.

Part 2: Administration of Grants

- I. To grant City Council allocated Bed, Board and Beverage Tax revenues to local source providers as follows:
 - A. The vendor shall appoint a review committee composed of Flagstaff metropolitan area residents (from within Flagstaff Metropolitan Planning Organization boundaries), and one member appointed by the City Council, which shall:
 1. Review each funding request programmatically, financially and administratively, using a proposal ranking system and taking into account the availability of alternative funding, the availability of similar services, and demonstrable public benefits from the applicant's proposal.
 2. Make funding recommendations that shall be approved by the vendor's Board of Directors prior to disbursement.
 - B. The vendor shall provide full administration of the grant program(s), including:
 1. Disbursement of approved allocations and other administration of all funds covered by the agreement.
 2. Notifying organizations of reporting requirements and payment schedules.
 3. Monitoring funded programs and finances.

4. Requiring organizations to cite the contribution of the City of Flagstaff toward the project(s) in all instances where the contributions to the project(s) are recognized or listed.
- C. Vendor shall provide the following deliverables to the City:
1. Request for Proposals document, prior to release for distribution.
 2. Proposed Service Agreement text.
 3. Rating or evaluation form used in scoring applicant proposals.
 4. Insurance certificate for each funded organization, with the City named as "also insured."
 5. Verbal presentation to the City Council and in a written Annual Report, each including a summary of all funding allocations (organizations, project description, amounts requested, amounts awarded, and other pertinent information), justification for all recommendations, and the status of all funded programs.
- D. City Council allocation of funds:
1. The City Council allocation of funds for the Arts & Science Grant Program is determined annually by the City Council as a part of the City's budget process. In the last five years, the City Council has allocated between \$275,000 and \$330,000 for the Arts & Science Grant Program.
 2. As a part of the City's annual budget process, the City Council may allocate funding for additional grant programs to be administered by the vendor. In the last five years, the City Council has twice made such allocations in the amounts of \$30,000 and \$43,000.

Further detail regarding the Contractor's responsibilities related to its work administrating grants is included in the Attachment B to this Exhibit and incorporated by reference into this Contract.

COMPENSATION

Part 1: Local Arts, Culture, and Science Agency - \$35,000.00 in the first year and with a planned escalation of 3 percent in each following year (subject to annual allocation by the City Council in the City's Budget Process).

Part 2: Administration of Grants – Arts and Science Fund Re-Granting will equal 15 percent of grant monies as allocated annually by the City Council in the City's Budget Process.

Attachment A

Flagstaff Arts Council
City of Flagstaff – Arts, Science and Cultural Services RFP #2017-18
Addendum to the Arts Council’s Proposal Dated 10/26/16

The following information covers services provided to the City of Flagstaff in the Arts Council’s role as the Local Arts, Culture and Science Agency, serving the community. This work is separate and distinct from administration of the Art & Science Fund grant program. Without a service agreement with the City of Flagstaff, the Arts Council would like eliminate many of these programs and reduce others considerably.

Economic Impact Study

Categories: ALL Arts, Culture and Sciences

From the original proposal:

*In FY18 and again in FY23, the Arts Council will produce an **economic impact study** of the non-profit arts, culture and sciences sector in Flagstaff. The report will consider BBB-funded organizations and their economic activity, including the financial impact of their audiences when attending venues and events. The Arts Council will promote and distribute the report in Flagstaff through a comprehensive community-wide marketing campaign, with verbal reports and supporting documentation delivered to City Council.*

Addendum:

- Services provided by category: **all of this work falls equally in arts, culture, and science.**
 - Coordinate and collect data from 50+ non-profit arts, culture and science organizations
 - Conduct surveys of audiences (over 2,500 surveys) at over 150 events throughout a full year
 - Contract with Americans for the Arts for completion of survey and report
 - Raise additional funds to support marketing and data collection, full program costs
 - Six-month long marketing and community outreach campaign to communicate survey results with the community
- Deliverables
 - Full report from Americans for the Arts with complete findings
 - One page summary report
 - Four color brochure highlighting the study’s findings and thanking partners, recognizing the City of Flagstaff’s investment in arts, culture and science
 - Webpage on the Arts Council’s website that highlights study findings
 - Oral presentation to City Council
 - Oral presentations to Coconino Board of Supervisors, Chamber of Commerce, ECoNA, and dozens of other local business and community groups

Non-Profit Planning, Coordination and Training

Categories: ALL Arts, Culture, Sciences

From the original proposal:

***Non-profit Training Series.** The Arts Council has been developing curriculum for a Board member training program to support arts, culture and science non-profit organizations. Over the term of the*

agreement, the program will be expanded to cover other topics important for the sector and needed in Flagstaff.

Addendum:

- Services provided by category: **all of this work falls equally in arts, culture, and science.**
 - Twice annual Board member training program to provide professional development for volunteer Board members, both new and seasoned
 - Once annual grant writing workshop for volunteers and volunteer Board members
 - Additional workshops as appropriate on topics important to the industry, such as how to develop Board member orientation programs, non-profit accounting, information on new laws (overtime, minimum wage, etc.), and more
 - **NEW:** Host once annual Community Cultural Forum to bring together leaders in arts, culture and sciences to discuss the advancement of the sector, strategic planning, coordination of events and services, and more
 - **NEW:** Conduct community wide cultural planning
- Deliverables.
 - Workshops provided to the community
 - Annual Cultural Forum report
 - Community wide cultural plan
 - Report on services provided

First Friday ArtWalk

Categories: Primarily Art, with some Culture, Science

From the original proposal:

First Friday ArtWalk. Flagstaff's most popular monthly art event continues year-round under the coordination and promotion of the Arts Council. The promotional efforts of the Arts Council, which took over promotion of the event in 2008, have helped to build a major event that most downtown businesses report is their #1 sales day of the month consistently. It is a major component in terms of making Flagstaff a center for the arts, and to stimulate public and private support for cultural endeavors. Thousands of visitors flood downtown every first Friday. The Arts Council will produce the ArtWalk map for print, online and smartphone formats, and will also handle free programming on Heritage Square on ArtWalk nights from May through October.

Addendum:

- Services Provided by category.
 - Arts, Culture: Coordinate, collect and manage listings from all participating businesses and galleries downtown.
 - Arts, Culture: Design and publish a monthly printed and online guide to ArtWalk for patrons
 - Arts, Culture: Promote ArtWalk as a destination event to tourists and residents alike
 - Arts, Culture: Select and book artists for performances on Heritage Square; secure permit for usage of the facility
 - Sciences: While ArtWalk is naturally an 'arts' event, many science organizations also host events during ArtWalk to take advantage of the crowds. Historically, these have included Flagstaff Festival of Science, Mountain Sports, Colorado River Days (Sierra Club), Lowell Observatory, Coconino Astronomy Club, and several others.

- Deliverables.
 - Monthly printed ArtWalk map and guide, distributed throughout Flagstaff
 - Monthly online ArtWalk map and guide for smartphone usability
 - Seasonally, free outdoor performing arts programs on Heritage Square on First Fridays (5-6 events)

Flagstaff Festival of Science

Category: Sciences

Addendum:

- Services provided by category:
 - Science: Host annual SCI Talks event in partnership with the Flagstaff Festival of Science
 - Science: Produce an art exhibition at the Coconino Center for the Arts each year in the fall that promotes and educates the community about a science topic
 - Science: Produce lectures that cover the topic of the art/science exhibition
- Deliverables.
 - Art exhibition at CCA
 - Events at CCA

Youth Art Programs

Category: Arts

From the original proposal:

Youth Arts Programs. *Providing access for all of the Flagstaff's young people to experience the arts is a major component of the Arts Council's work. Programming planned for the service period includes but is not limited to:*

- *The Youth Art Exhibition is produced during National Youth Art Month every March, showcasing over 350 works of art by K-12 students from every area school.*
- *The Youth Lens High School Photography Contest & Exhibition is a partnership with Freeman Law and Nature Exposed Photography to give local high school students opportunities to explore photography and exhibit their work.*
- *In the summer and during Spring Break, the Arts Council produces FunTown Circus Camp for Kids, which teaches children performance skills and gives them the confidence to create and present themselves on stage.*

Addendum:

- Services Provided by category.
 - Arts: Coordinate with art teachers at all K-12 area schools for selection and delivery of artwork for the exhibition; install exhibition with 300+ works of student art
 - Arts, Culture: Organize and produce celebration reception with performances from K-12 students in music, dance, culture and theater
 - Arts: Produce annual Youth Lens High School Photography Contest and Exhibition; secure sponsors and location; jury and select artworks for exhibition; install exhibition
 - Arts, Culture: Produce FunTown Circus Camp during Spring Break and in the summer; provide scholarships for low income students; manage registration and payment
 - Sciences: n/a
- Deliverables.

- Month-long Youth Art Exhibition at Coconino Center for the Arts
- Youth Lens Exhibition at appropriate location
- Report on all other youth programming activity

Navajo Rug Auction

Category: Culture

Addendum:

- Services provided by category:
 - Culture: Produce and promote the Navajo Rug Auction once annually to educate the community about Navajo culture and provide opportunities for Navajo weavers to sell their weavings
 - Culture: Partner with Museum of Northern Arizona to host the event
- Deliverables.
 - Production of the event

Flagstaff365.com

Categories: ALL Arts, Culture and Sciences

From the original proposal:

***Flagstaff365.com.** The Arts Council will continue to work with the Convention & Visitors Bureau to strengthen the event promotion website and expand visitation. Flagstaff365 is an important tool for promoting arts, culture, and science events and increasing participation as well as public and private support.*

Addendum:

- Services provided by category: **all of this work falls equally in arts, culture, and science.**
 - Host Flagstaff365.com and manage its content daily (categories include arts, music, science, history, family, screen, stage, community, nightlife and outdoors)
 - Review all incoming entries and edit for consistency and accuracy
 - Research and add additional events if not provided by outside promoter
 - Manage layout and content of the site to be attractive and user-friendly
 - Create and manage a promotional campaign to attract visitation to the site in order to achieve the ultimate goal of increasing awareness and attendance to arts, culture, and science events in Flagstaff
 - Coordinate with the Flagstaff CVB on the weekly production of Flagstaff Happenings email promotion
- Deliverables.
 - Flagstaff365.com and all content
 - Arts Council monthly email newsletter; Flagstaff Happenings weekly email promotion

The ArtBox Institute

Category: Arts

From the original proposal:

The ArtBox Institute. In FY18, the Arts Council plans to launch the fourth ArtBox program, providing business training and professional development to artists, arts and science professionals, and creatives. The Institute is a workforce training program as well as a small business development program.

Addendum:

- Services provided by category.
 - Arts: Provide a series of business training and professional development workshops and classes for artists and arts professionals
 - Arts: Select and recruit qualified instructors; organize schedule; reserve facilities for classes
 - Arts: Promote the program in the community
 - Arts: Provide staff to help guide students through the program, conduct registration, work with instructors, and oversee student projects
 - Culture: n/a
 - Science: n/a
- Deliverables.
 - Classes and workshops as described
 - Report on activities

The Viola Awards

Categories: ALL Arts, Culture and Sciences

From the original proposal:

Viola Awards. Flagstaff's most visible annual arts gala, the Viola Awards celebrates excellence in the arts and sciences by local artists, educators, professionals and organizations. While the event helps to raise some funds for the Arts Council, its primary purpose is to recognize the quality of work in Flagstaff, expand the role of the arts and sciences, and empower greater philanthropic support in the sector.

Addendum:

- Services provided (Please note: The Viola Awards have eight categories – five are solely for arts and culture, one is solely for science, and three others include arts, culture and science – so the event is a bit mixed in terms of a categorical breakdown.)
 - Production of a community-wide nomination call that encourages residents to nominate individuals and organizations for excellent work
 - Management and recruitment of nomination and winner selection panels
 - Conduct research and publish informational pages on every nominee annually
 - Host Gala event for up to 600 people, announcing the winners and celebrating the work of all nominees
 - Raise funds to support the event, nomination process and other programs
 - Promotion of the event, nominees and winners to strengthen Flagstaff as a destination and hub for arts and sciences
- Deliverables.
 - Website featuring nominees and their work
 - Awards given to each winner
 - Gala event with awards ceremony and performances

Programming at the Coconino Center for the Arts

From the original proposal:

Lastly, the Arts Council manages the Coconino Center for the Arts. One of the primary services of the space under this proposal is to provide a venue to artists and cultural organizations that otherwise don't have a facility to present their work to the public. The Center sees nearly 30,000 visitors per year, consisting mostly of local and area residents.

Art exhibitions at the Center are one of the most visible activities of the Arts Council. Local artists will be provided professional gallery space to show and sell their art, and the community attends opening receptions and special events to appreciate this work. Additionally, the Arts Council will actively seek artists of national and international prominence to show their art at the Center, providing an exchange of ideas for locals that provide new perspectives and insights. Six major exhibitions will be produced annually in the Main Gallery of the Center, with at least ten other smaller exhibitions each year in two small galleries.

*The Center also plays host to **concerts, performing arts events, lectures, festivals and workshops**. The annual **Flagstaff Folk Festival**, produced by Flagstaff Friends of Traditional Music, is hosted at the Center with stages also at the Pioneer Museum. The **Flagstaff Festival of Science** hosts their SCI Talks at the Center each year. The Arts Council has enlisted more **local artists to teach workshops** to the community, providing hands-on experiences for residents to participate in the arts. Countless other events and programs will be produced in the space over the course of the agreement with the City.*

Addendum:

- Services provided.
 - Arts, Culture: Management and production of a robust schedule of artistic and cultural events such as art exhibitions, music concerts, performing arts events, lectures and workshops
 - Science: Production of events and exhibitions that focus on the sciences and science education, such as *NightVisions*, an exhibition celebrating the beauty of the night sky, melding art with science, in partnership with the Flagstaff Dark Skies Coalition, scheduled for summer 2017, and *Hope and Trauma in a Poisoned Land*, an exhibition exploring uranium mining contamination on Navajo lands and its impact on the Navajo people, that will educate audiences about the complexities of the issue, scheduled for fall 2017
- Deliverables.
 - Six major and six minor art exhibitions each year
 - Over a dozen music concerts each year
 - Artistic workshops
 - Lectures, special events, festivals and fairs
 - In total, production of at least 50 events with over 250 days open to the public each year

Attachment B

Flagstaff Arts Council

Memorandum

To: Karl Eberhard, City of Flagstaff

From: John Tannous, Executive Director

Subject: Art & Science Fund Grant Program

As per your request, I'm providing additional information about the Arts Council's Presented Approach on Administration of Grants from our submitted proposal, dated October 26, 2016, in response to RFP # 2017-18 for Arts, Sciences and Cultural Services. You will find attached three documents that provide clarity on this work, including criteria for funding, eligibility requirements, timeline, values statements, policies and procedures and more. The documents are:

- Art & Science Fund Committee Policy
- Art & Science Fund General Operating Support (GOS) Grant Guidelines for FY17
- Art & Science Fund Project Support Grant Guidelines for FY17
- Art & Science Fund STEM Initiative Grant Guidelines for FY17 and FY18
- Service Agreement between Arts Council and Sub-grantees (template)

Please note that while two of these documents pertain to the current grant season, they provide the direction and focus of the Arts Council's work and deliverables to the City of Flagstaff. This should serve as a supplement to our RFP response.

Deliverables to the City of Flagstaff for Administration of Grants are:

1. Art & Science Fund Policy document, upon each Board-approved revision
2. Grant Guidelines (request for proposals) each year prior to release to the public
3. Proposed Service Agreement with subgrantees each year prior to execution
4. Criteria and rating format for scoring applications
5. Insurance certificate for each subgrantee and the Arts Council, showing City of

Flagstaff as additional insured

6. Written annual report on allocations and activities
7. Oral annual report to City Council on allocations and activities
8. Annual celebration reception for grant recipients with City officials and the public
9. Grant writing workshops for the community, at least twice annually
10. Produce and host user-friendly online grant application system for use by subgrantees and committee
11. Roster of Art & Science Fund Committee Members, annually

Flagstaff Arts Council – Art & Science Fund Committee Policy Page 1 of 8

Flagstaff Arts Council

Art & Science Fund Committee

Policies and Procedures

Approved by the Board of Directors

Mission Statements

Flagstaff Arts Council

The mission of Flagstaff Arts Council is to enhance the spectrum and quality of cultural experiences available to residents of and visitors to our community.

Art & Science Fund Committee

The Mission of the Art & Science Fund Committee is to responsibly and effectively invest the City's resources to benefit residents and visitors through excellence in artistic, scientific, and cultural programming.

Introduction

This document outlines the policies and procedures of the Art & Science Fund Committee (Committee) administered by Flagstaff Arts Council (Council). Our purpose

in developing these guidelines is to structure the Art and Science Fund's management to fully celebrate arts, sciences and culture in our community.

Contents

These policies and procedures include:

Art & Science Fund Goals Page 2

Committee Values Page 3

Roles and Responsibilities of the Council Board, Pages 4-5

Staff and Committee

Committee Policies Page 6

Annual Calendar of Activities Page 7

Flagstaff Arts Council – Art & Science Fund Committee Policy Page 2 of 8

Art & Science Fund Goals

The goals of the Art & Science Fund are:

- To enhance the quality of life for Flagstaff residents and visitors through community-based artistic, scientific, and cultural activities.
- To provide financial support through the distribution of the City's funds to nonprofit organizations committed to providing high quality artistic, scientific, and cultural programming in Flagstaff.
- To assist organizations in developing excellence in nonprofit organizational management, and in the programming of arts, science and cultural activities.
- To stimulate public and private support for and a sense of community among nonprofit organizations dedicated to artistic, cultural, and scientific achievement in Flagstaff.
- To increase opportunities for community-based experiences in arts, cultural and science endeavors.

- To support the development of new and emerging nonprofit organizations dedicated to artistic, scientific, and cultural achievement.

Flagstaff Arts Council – Art & Science Fund Committee Policy Page 3 of 8

Art & Science Fund Committee Values

The Council and Committee members adhere to the following values:

- Transparency – The granting process is open to examination by public and private partners and constituents. Meetings are open to the public.
- Fairness – The grant guidelines, standards and processes are applied with equality and neutrality towards each applicant every year.
- Clarity – The Council defines the grant guidelines, instructions and process explicitly.
- Excellence – The Council strives to follow the industry’s best practices in the Fund’s granting process.
- Accountability – The Council actively reports the management and financial records of the fund to the City and constituents.

Flagstaff Arts Council – Art & Science Fund Committee Policy Page 4 of 8

Roles and Responsibilities

The Council’s Board of Directors, the Committee, and staff have distinct roles and responsibilities in managing the Art & Science Fund. These are indicated below.

Council Board of Directors

The Board’s responsibilities for the Fund are to:

- review and authorize the Fund’s policies, procedures and guidelines;
- approve nominations for the A&S Fund Committee;
- review and authorize recommendations for A&S Fund grants annually;
- maintain oversight to ensure that the A&S Fund is managed according to

policy; and

- provide oversight of the financial management of the A&S Fund.

Art & Science Fund Committee

The Art & Science Fund Committee (Committee) is composed of 7 to 10 members who are approved by the Council Board of Directors. Members may serve for a maximum of four consecutive one-year terms. Not more than three of these members shall be members of the Council Board of Directors. One member shall be the City of Flagstaff Art & Science Fund liaison, who is not subject to term limits. Remaining Committee members shall be community members-at-large. The Chairperson of the Committee must be a Council Board member, selected pursuant to the by-laws of the Council.

The committee members should represent Flagstaff's diverse arts, science and cultural interests and/or have other business, media, educational or other appropriate backgrounds; members may also represent the regional or statewide arts, science and cultural community.

The Committee's responsibilities are to:

- attend meetings as required for each fiscal grant period;
- attend an Art & Science Fund workshop;
- review and carefully evaluate all application materials;

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- attend applicant presentations;
- attend the meeting to review and rank each application;
- recommend final funding allocations to the Council Board based on the full Committee's rankings of applications;
- attend grantee events when possible;

- participate in development of feedback for grant applicants; and,
- develop and review the Committee's policies, procedures and guidelines

for the approval of the Council Board.

Chairperson of Art and Science Fund Committee

The additional duties of the Chairperson of the Art and Science Fund Committee are to:

- schedule and preside over all meetings of the Committee;
- report on the Committee's activities and recommendations to the Council Board;
- lead the recruitment process for new members of the Committee; and,
- participate in post-award meetings with applicants to review Committee feedback, if requested.

Flagstaff Arts Council Staff

The Council's Executive Director and staff manage the Art & Science Fund on a day-to-day basis. Their duties are to:

- serve as a point of contact for applicants;
- communicate feedback to A&S Fund applicants;
- review applications for completeness and pre-screen for eligibility per written guidelines;

Flagstaff Arts Council – Art & Science Fund Committee Policy Page 6 of 8

- manage the day-to-day Fund activities under the Fund's guidelines and policies and under the guidance of the A&S Fund Committee and the Council Board of Directors;
- provide periodic reports to the Board of Directors on the status of Fund activities;

- distribute funds to grantees and maintain financial records of the Fund in accordance with generally accepted accounting standards;
- review and update guidelines and policies for Committee's review and approval;
- conduct all reporting and communication with the City of Flagstaff;
- publicize awards and recognize the roles of the Council and the City;
- publicize all key dates of the Fund's activities and process; and,
- encourage excellence and growth in the nonprofit arts, science and cultural community.

Art & Science Fund Committee Policies

1. Fairness Policy

In order to conduct a grant review process that provides an equal opportunity of success for applicants, the Council abides by a standard of fairness.

While understanding that the grant review process is, by definition, subjective, Council staff, Board and the Committee will give equal respect and consideration for grant awards to all applicants. No special consideration or status shall be granted to any applicant for any reason, during the review process or when considering eligibility. Further, success in previous years' grant applications through the Art & Science Fund does not ensure success or eligibility in future year grant application reviews - with exception to the allowance for Alternate Year Applications, in which an applicant's rating score may apply to one additional grant cycle.

It is the policy of the Council to award grants on the basis of merit and qualifications.

Council staff, Board and Committee members do not discriminate against any applicant applying for grants through the Fund on the basis on race, color, religion, age, sexual orientation, national origin, gender or disability.

2. Standard of Conduct Policy

In order to respect the privacy of our applicants and provide a fair process for consideration of applications, the Council adheres to a code of conduct regarding confidentiality. Council representatives will not discuss applications or disclose applicant information outside of regular review proceedings with another party. Council Board, staff, and Committee agree that they will not discuss any application outside of the Art & Science Fund Committee proceedings. However, Council staff and the committee chair are authorized to communicate the Committee's feedback to applicants in a confidential manner.

3. Conflict of Interest Policy

All Council staff, Board members and Committee members will be asked to sign a conflict of interest statement once a year. As the statement indicates, staff or committee members with a Conflict of Interest in regards to any applicant within the Fund will be required to leave the meeting room during discussion of said applicant's grant.

4. Transparency Policy

The A&S Fund Committee achieves transparency in our relationships with the applicants and grantees by holding open meetings. Meetings where applications are evaluated and funding decisions are made will be open to the public. Reports are provided to the City of Flagstaff on the management and financial status of the Art & Science Fund each year.

Annual Calendar of Activities

Note: Dates are subject to change each year.

By January Recruit new Committee members

January Release and publicize guidelines and dates, new Committee members presented to Council Board for approval

February Host workshops for potential applicants

Late March Application deadline

Late March Staff reviews applications for eligibility and for missing documentation

Early April Staff copies materials for distribution to the Committee

Flagstaff Arts Council – Art & Science Fund Committee Policy Page 8 of 8

April Committee meeting for orientation, to receive application materials and to determine eligibility (open to the public)

April – May Committee members review and evaluate the application packets (individually), and prepare preliminary rating

May or June Applicant interviews with Committee (open to the public)

May or June Committee ranking meeting – each application is discussed in a meeting.

Each Committee member ranks each applicant on a final ranking form at the end of each discussion (open to the public)

May or June Ranking scores are calculated by staff for later funding consideration

June Committee meets to suggest fund allocation based upon ranking scores and formula (open to the public)

June Board meeting Committee presents funding recommendations to Council Board for consideration (open to the public)

July Committee meets to evaluate the funding process and celebrate the awards

July 1 Staff sends out award letters and grantee packets, offers application feedback to applicants and notifies the City about the awards

Mid July Staff publicizes awards

July-August Grantees submit final reports from previous fiscal year (if applicable), the signed contracts and proof of insurance

August Council hosts a community celebration and distributes initial payments

Fall Council submits a final report to the City

September Committee and staff prepare for upcoming grant cycle

October - December A&S Fund Committee and staff review policy/guidelines. They

recommend changes to the Board of Directors for approval no later than

December Board meeting.

For more information for the Flagstaff Arts Council guidelines and Instructions for General Operating Support Grants, please go to their website at <http://flagartscouncil.org/wp-content/uploads/2014/02/AS-GOS-Guidelines1.pdf> and view additional information.

**EXHIBIT B
STANDARD TERMS AND CONDITIONS**

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.
2. **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.
3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.
4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
5. **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

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

11. **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.
12. **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.
13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.
14. **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.
15. **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.
16. **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

17. **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 were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
18. **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, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
19. **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 this 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.

20. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
21. **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 City.
22. **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 City.
23. **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 City or fees and charges owed to City under this Contract.
24. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

25. **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.
26. **CONTROL:** Contractor shall be responsible for the control of the work.
27. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
28. **SAFEGUARDING PROPERTY:** Contractor shall be responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
29. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
30. **ACCEPTANCE:** If work is rejected by the City 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.
31. **WARRANTY:** Contractor warrants all work for a period of one (1) 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 falling 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

32. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.
33. **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.
34. **PUBLIC RECORDS:** This 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.
35. **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, INSURANCE

36. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.
37. **INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.
38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for 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 this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorney's fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

39. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.

40. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.
41. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.
42. **SEVERABILITY:** If any term or provision of this 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 this Contract shall remain in full force and effect.
43. **NO WAIVER:** Each party has 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.
44. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.
45. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

46. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if 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.
47. **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 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.
48. **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 personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.
49. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the

Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor 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

50. **TERMINATION FOR DEFAULT:** Prior to terminating this 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 Contract remedies provided for herein.
51. **CITY REMEDIES:** In the event of Contractor's default, 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. 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.
52. **CONTRACTOR REMEDIES:** In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.
53. **SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
54. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this 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, this 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 this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by 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 this 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 this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. 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 this 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 ("Gratuities") in connection with award or performance of the Contract.
59. **CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.
61. **NOTICES:** All notices given pursuant to this 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 (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.
62. **THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
63. **GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.
64. **FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
65. **ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.

EXHIBIT C INSURANCE

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 this Contract by the Contractor, its agents, representatives, employees or contractors.
2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.
3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

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

b. Umbrella Coverage \$2,000,000

c. Automobile Liability –
Any Automobile or Owned, Hired
and Non-Owned Vehicles
Combined Single Limit Per Accident
for Bodily Injury & Property Damage \$1,000,000

d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

[OPTION: e. Professional Liability \$2,000,000]

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. 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.

5. Other Insurance Requirements. The 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 and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.
 - b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.
 - c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.
 - d. Each Insured. The Contractor's insurance 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 the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
 - f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Contractor for the City.
6. Notice of Cancellation. Each insurance policy required by the Insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, 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 Buyer listed in the original Solicitation and shall reference the Contract Number:

Attention: Damian Gallegos, Senior Procurement Specialist
Contract No. 2017-18
Purchasing Department
City of Flagstaff,
211 W. Aspen Avenue
Flagstaff, Arizona 86001.

7. 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 the Contractor from potential insurer insolvency.
8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this 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 project/contract number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

9. 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 this Contract at any time. 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 this Contract.

Modifications. Any modification or variation from the insurance requirements in this 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.