AGENDA 4:30 P.M.

CITY COUNCIL MEETING — TUESDAY, SEPTEMBER 26, 2023

NOTES:

- Public Forum:
  Comments are generally limited to **3 minutes**.
- Consent Items:
  Items listed under Consent Items have been distributed to Council Members in advance for study and will be enacted by one motion. Any member of the Council, staff or the public may remove an item from the Consent Items for discussion. For additional information on pulling a Consent Item, please contact the City Clerk's Office staff, preferably in advance of the Call to Order. Items removed from the Consent Items may be acted upon before proceeding to the next agenda item.
- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:

www.SedonaAZ.gov

THE MEETING CAN BE VIEWED LIVE ON THE CITY'S WEBSITE AT WWW.SEDONAAZ.GOV OR ON CABLE CHANNEL 4.

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.
- No disruptive behavior or profane language will be allowed.

PROCEDURES:

- Fill out a "Comment Card" and deliver it to the City Clerk.
- When recognized, use the podium/ microphone.
- State your:
  1. Name and
  2. City of Residence
- Limit comments to **3 MINUTES.**
- Submit written comments to the City Clerk.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

2. ROLL CALL

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

a. Minutes - September 12, 2023 City Council Special Meeting - Executive Session.
b. Minutes - September 12, 2023 City Council Regular Meeting.
c. AB 2939 Approval of award of construction contract for the PR-03C Improvements to Build-Out of Ranger Station Park – Concrete & Gabion Contract in an amount not to exceed $395,925.00 subject to approval of the written contract by the City Attorney's Office.
d. AB 2998 Approval of Right-of-Way Lease Agreement amendment for Canyon Portal 3, LLC; and Notice of right-of-way lease agreement for Sinagua Plaza 3, LLC.

4. APPOINTMENTS - None.

5. SUMMARY OF CURRENT EVENTS BY MAYOR/COUNCILORS/CITY MANAGER

6. PUBLIC FORUM

(This is the time for the public to comment on matters not listed on the agenda. The City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.)

7. PROCLAMATIONS, RECOGNITIONS & AWARDS

a. Recognition of K9 Dalan Artwork by Robert Albrecht.

8. REGULAR BUSINESS

a. AB 2991 **Discussion/possible direction** on the work program and accomplishments to date regarding the creation of a tourism bureau and the City's new role as Sedona's official destination management and marketing organization.
b. **Reports/discussion** regarding Council assignments.
c. **Discussion/possible action** regarding future meeting/agenda items.

9. EXECUTIVE SESSION

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).
b. Return to open session. Discussion/possible action on executive session items.

10. ADJOURNMENT

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

The mission of the City of Sedona government is to provide exemplary municipal services that are consistent with our values, history, culture and unique beauty.

Page 2, City Council Meeting Agenda Continued

Posted: 9/21/23 _____

By: DJ JoAnne Cook, CMC, City Clerk

Note: Pursuant to A.R.S. § 38-431.02 notice is hereby given to the members of the City Council and to the general public that the Council will hold the above open meeting. Members of the City Council will attend either in person or by telephone, video, or internet communications. The Council may vote to go into executive session on any agenda item, pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation for legal advice with the City Attorney. Because various other commissions, committees and/or boards may speak at Council meetings, notice is also given that four or more members of these other City commissions, boards, or committees may be in attendance.

A copy of the packet with materials relating to the agenda items is typically available for review by the public in the Clerk's office after 1:00 p.m. the Thursday prior to the Council meeting and on the City's website at www.SedonaAZ.gov. The Council Chambers is accessible to people with disabilities, in compliance with the Federal 504 and ADA laws. Those with needs for special typeface print, may request these at the Clerk's Office. All requests should be made **forty-eight hours** prior to the meeting.

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Sedona makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Sedona City Council meetings are recorded and may be viewed on the City of Sedona website. If you permit your child to attend/participate in a televised City 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.

Action Minutes
Special City Council Meeting
Sedona City Hall, Vultee Conference Room
106 Roadrunner Drive, Sedona, Arizona
Tuesday, September 12, 2023, 1:30 p.m.

1. Call to Order

Mayor Jablow called the meeting to order at 1:29 p.m.

2. Roll Call

Council Present: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Jessica Williamson. Councilor Jessica Williamson was absent and excused.

Staff Present: City Manager Karen Osburn, City Attorney Kurt Christianson, Deputy City Manager Andy Dickey, Human Resources Manager Brenda Tammarine, and City Clerk JoAnne Cook. Brenda Tammarine was present for item 3a only.

Item 3b was moved up on the agenda prior to item 3a.

3. Executive Session

Motion: Councilor Vice Mayor Ploog moved to enter into Executive Session at 1:30 p.m. Seconded by Councilor Fultz. Motion carried unanimously with six (6) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella) and zero (0) opposed.

Entered executive session for item 3b at 1:32 p.m.

Kurt Christianson gave the admonition.

b. Discussion and consultation for legal advice with the City Attorney, to consider the City's position, and instruct its attorneys regarding pending or contemplated litigation or settlement discussions in order to avoid or resolve litigation in the matter of Gateway West, LLC's A.R.S. 12-1134 notice of claim regarding 15 Cultural Park Place. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3&7).

Reconvened in open session at 2:06 p.m.

Break at 2:06 p.m. Reconvened at 2:13 p.m.

Motion: Councilor Fultz moved to enter into Executive Session at 2:13 p.m. Seconded by Vice Mayor Ploog. Motion carried with five (5) in favor (Jablow, Ploog, Dunn, Fultz, Kinsella) and one (1) opposed (Furman).

Kurt Christianson gave the admonition.

a. Discussion/consideration regarding employment, assignment, and appointment of a new City Manager including the recruitment and selection process for legal advice. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(1&3).

b. Return to open session. Discussion/possible action regarding executive session items including adoption of a Resolution waiving partial enforcement of Ordinance 2023-03 on 15 Cultural Park Place.

Reconvened in open session at 4:10 p.m.

4. Adjournment

Mayor Jablow adjourned the meeting at 4:10 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on September 12, 2023.

_____ _____

JoAnne Cook, CMC, City Clerk Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, September 12, 2023, 4:30 p.m.

1. Call to Order/Pledge of Allegiance/Moment of Silence

Mayor Jablow called the meeting to order at 4:31 p.m.

Council Present: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Jessica Williamson. Councilor Brian Fultz left the meeting at 7:41 p.m.

Staff Present: City Manager Karen Osburn, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Arts Coordinator Nancy Lattanzi, Assistant Director of Engineering/Public Works/City Engineer Sandy Phillips, Associate Engineer Hanako Ueda, Housing Coordinator Jeanne Frieder, Engineering/Public Works Director Kurt Harris, Deputy City Clerk Marcy Garner, and City Clerk JoAnne Cook.

2. Roll Call/Moment of Art

Nancy Lattanzi introduced Artist Amy Ernst. Amy showcased her work during a Powerpoint presentation. Nancy recognized Sean Colson for his work and assistance on the exhibit.

Opened to public at 4:46 p.m.

Mary Byrd, Sedona, thanked Council for the rotating art displays and spoke in favor of Amy Ernst and her artwork.

Brought back to Council at 4:49 p.m.

3. Consent Items

a. Minutes - August 22, 2023 City Council Special Meeting - Executive Session.
b. Minutes - August 22, 2023 City Council Regular Meeting.
c. Approval of National Constitution Week Proclamation, September 17-23, 2023.

Motion: Councilor Kinsella moved to approve consent items 3a-3c. Seconded by Councilor Fultz. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

4. Appointments – None.

5. Summary of Current Events by Mayor/Councilors/City Manager – None.

6. Public Forum

Vice Mayor Ploog congratulated team *A Day in the West* who won the adult league summer softball championship undefeated. She stated that the Wag fest will be held at the Posse Grounds Pavillion on Saturday from 9:00 a.m. – noon. She advised the event rental calendars are filling up quickly for Fall events, youth flag football starts September

25th with free drop in clinics on Mondays at Sunset Park from 4:00 – 5:00 p.m. for all ages, the free Red Dirt concerts are taking place every Friday in September, and the Swordfish Swim Club will be hosting a Master's Swim Meet on September 24th. Mayor Jablow advised that during the week of August 29th, several councilors attended the League of Arizona Cities and Towns conference. He participated in a Resolution Committee Meeting and items regarding regulating short-term rentals (STRs) with a cap on the total number of STRs, putting a limit on the density of STRs in a specific area, and the ability for municipalities to establish and enforce the distance between STRs. Vice Mayor Ploog said Legislator Dr. Selna Bliss proposed a cap on STRs last year that went to the AZ Legislature last year, and that councilors have been work closely with the City of Scottsdale on all of the STR initiatives.

7. Proclamations, Recognitions & Awards - None

a. National Constitution Week Proclamation, September 13, 2023.

Mayor Jablow presented the proclamation to Roberta Rust. Roberta thanked Council for their support. She said the constitution is the safeguard of our liberties and the champion of our freedoms.

8. Regular Business

a. AB 2992 Presentation/discussion regarding the Northern Arizona Council of Governments (NACOG) activities, including roles, responsibilities, and advocacy programs and projects on behalf of the City of Sedona and other Northern AZ communities.

Presentation by Executive Director Chris Fetzer.

Questions and comments from Council.

For presentation and discussion only.

b. AB 2986 Discussion/possible action regarding an Ordinance amending the Sedona City Code Title 13 (Public Services and Utilities) Division II (Storm Water) by amending Chapter 13.50 (Storm Water Discharge). (*Second Public Meeting*).

Presentation by Hanako Ueda and Sandy Phillips.

Motion: Councilor Williamson moved to adopt Ordinance No. 2023-06 an ordinance of the Mayor and Council of the City of Sedona, Arizona adopting amendments to the Sedona City Code Title 13 Public Services and Utilities) by amending Chapter 13.50 (Storm Water Discharge). Seconded by Councilor Kinsella. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed

c. AB 2950 Discussion/possible action regarding an Ordinance amending the Sedona City Code Title 10 (Vehicles and Traffic) by adding Chapter 10.30 (Improper Motor Vehicle Equipment) and a voluntary agreement with local OHV rental companies.

Presentation by Kurt Christianson and Mayor Jablow. OHV business owners Dan

Candler, Dave Swartout, and Jimmy Custer were available for questions, Andrew Rippy did not attend the meeting.

Questions and comments from Council.

Opened to public at 6:20 p.m.

The following spoke regarding the item:

Craig Swanson, Sedona, Dave Swartwout, Sedona, Sarah Watts, Sedona, Michael Wright, Sedona.

Brought back to Council at 6:32 p.m.

Nena Reynolds, member of Greater Sedona Recreation Collaborative, gave an update on their collaboration efforts and progress.

Questions and comments from Council.

Motion: Councilor Fultz moved to table AB 2950 until the April 9, 2024 meeting for further consideration. Seconded by Councilor Williamson. Vote: Motion passed with seven (7) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Kinsella, Williamson) and zero (0) opposed.

Councilor Fultz left the meeting at 7:41 p.m.

Break at 7:41 p.m. Reconvened at 8:02 p.m.

d. AB 2993 Discussion/possible direction regarding roles and responsibilities and work program for the newly established Tourism Advisory Board.

Presentation by Karen Osburn.

Questions and comments from Council.

By consensus, Council agreed with the roles and responsibilities and work program as presented.

e. Reports/discussion regarding Council assignments

Councilor Williamson stated that Sedona Recycles closed the Mountain Shadows recycle facility due to dumping and will be monitoring the Cultural Park and Posse Grounds facilities and will plan to close if the dumping continues.

f. Discussion regarding ideas for future meeting/agenda items – None.

9. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).

b. Return to open session. Discussion/possible action on executive session items.

No Executive Session was held.

10. Adjournment

Mayor Jablow adjourned the meeting at 8:31 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on September 12, 2023.

_____ _____

JoAnne Cook, CMC, City Clerk Date

CITY COUNCIL AGENDA BILL

Agenda Item: 3c
Proposed Action & Subject: Approval of award of construction contract for the PR-03C Improvements to Build-Out of Ranger Station Park – Concrete & Gabion Contract in an amount not to exceed $395,925.00 subject to approval of the written contract by the City Attorney's Office.

Department	Public Works
Time to Present	NA
Total Time for Item	NA
Other Council Meetings	NA
Exhibits	A. Construction Contract

City Attorney Approval	Reviewed 9/18/23 KWC
City Manager's Recommendation	Approve award of the construction contract with Summit Construction Company LLC for the PR-03C Build-Out of Ranger Station Park Project in an amount not to exceed $395,925.00.

Expenditure Required	
$	395,925
Amount Budgeted FY24	
$	1,625,000 (construction and contingency portions)
Account No. (Description)	22/46-5242-89-68A8 PR-03C Ranger Station Park – Parking Lot (CIP Fund/Parks DIF Fund) 22/24/25/46-5242-89-68A9 PR-03C Ranger Station Park – Plaza (CIP Fund/Summit CFD/ Fairfield CFD/Parks DIF Fund) 22/46-5242-89-68AC PR-03C Ranger Station Park – Playground/ Seating (CIP Fund/Parks DIF Fund)

			Finance Approval	☒

SUMMARY STATEMENT

Staff is requesting City Council approval of a construction contract with Summit Construction Company, LLC in the amount of $395,925 for the PR-03C Build-Out of Ranger Station Park Project. The scope of work for this project includes concrete work and gabion installation.

Background: The City purchased the 3.5 acre "Old Ranger Station" at 250 Brewer Road in 2014 to preserve the historic buildings, and ultimately develop a community park through a master plan for the site. The master plan reflects the future community vision for this property. The project is accelerated at the request of the City Council. This project follows the intent of the master and concept plan, as reasonably feasible, as we begin developing the grounds to serve multiple purposes for as wide a range of interests and activities as possible. Some adjustments have been made through the design process.

The entire PR-03C Build-Out of Ranger Station Park Project construction (site ground improvements) was advertised and did not receive any bids. Having received no bids, the city maintenance team stepped in to complete as much of the work in-house as feasible. In addition, several individual components of the project will now be contracted, through smaller contracts. The concrete and gabion basket work is one of the smaller contracts expected to advertise for bid.

Photo illustrating status of improvements to the Ranger Station Park

Now that the city's maintenance team has completed rough grading the site, the project is ready for the next phase of construction. This next phase, per the proposed contract, includes the following:

- All concrete work, including sidewalk, stairs, hand railing, seat wall, rip rap, ADA parking stalls, ADA ramps, bike rack pads, and
- All gabion work needed for the detention basins and short wall around the existing tree.

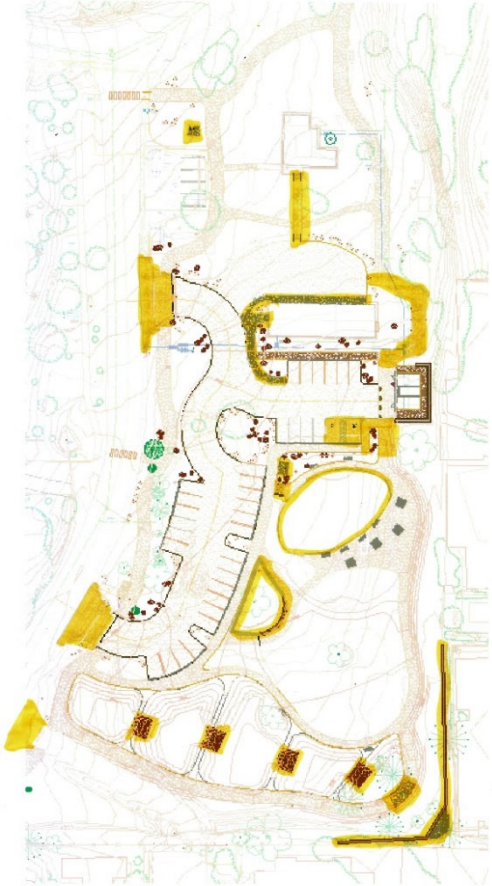
Project Area Outreach Efforts:

- Staff has been in contact with Los Abrigados every step of the process.
- Staff has been in contact with the Historic Preservation Commission with multiple meetings and site visits.

Schedule and Access:

- The construction timeframe is set at 60 days and is anticipated to begin in late October 2023.
- The landscape portion of the project is out to bid. We are working to get the plants in the ground in time to adjust before cold temperatures set in.

- Throughout the construction period, it will be the contractor's responsibility to coordinate directly with owners/residents regarding impacts to property access.



Yellow highlighted areas are scope items.

Procurement Method:
City staff put the project out to bid to contractors that had attended the pre-bid meeting for the entire site and had successful projects with the City of Sedona in the recent past.

Bids were opened on September 6, 2023. Three bids were received, and they are listed as follows:

Bidder, (Office Location)	Base Bid
J. BANICKI CONSTRUCTION (Phoenix, AZ)	$790,775.00
BILL RALSTON CONSTRUCTION (Sedona, AZ)	$439,600.00
SUMMIT CONSTRUCTION COMPANY, LLC (Flagstaff, AZ)	$395,925.00

The low bid is Summit Construction. This company has previously completed satisfactory work within the City of Sedona. Staff has researched their references and licenses and have

found no reason to not award the contract. Staff is recommending award of the Summit Construction Company LLC's bid in the amount of $395,925.00.

Budget

The amount remaining in budget for the project is $1,560,000 as of the end of August and will be funded from the FY24 PR-03C construction budget.

Although the low bid exceeds Engineer's Estimate of this scope, staff believes the low bid is good, and it is reflective of the current bid environment.

Climate Action Plan/Sustainability Consistent: ☒

In the Climate Action Plan, transitioning to alternative modes of travel is a goal and that is supported by the park improvements by providing bike racks and shared use paths. The design of the park and use of concrete has been minimized to the greatest extent possible while meeting the ADA access requirements. Minimizing the amount of concrete and increasing the amount of green foliage also helps offset any heat effect and helps change carbon dioxide into oxygen. The existing native rock from the city material yard will be utilized in the gabions. This project addresses those desired actions and strategies.

Board/Commission Recommendation:

Historic Preservation Commission supports the work being done. State Historic Preservation Office is being consulted to determine if the material used to construct the sidewalk up to the house would impact the standing of the property. Once this concern is cleared a Certificate of No Effect will be issued. The public works team has recommended stamped concrete or exposed aggregate for this walkway to have a more historic feel.

Alternative(s): Not approving this contract will result in delaying the completion of the project.

Photo illustrating status of improvements to the Ranger Station Park

MOTION

I move to: approve award of the construction contract with Summit Construction Company LLC for the PR-03C Build-Out of Ranger Station Park Project in an amount not to exceed $395,925.00 subject to approval of the written contract by the City Attorney's Office.

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2023 by and between the City of Sedona, Arizona, hereinafter called the "Owner", and **Summit Construction Company LLC**, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, the City has caused Contract Documents to be prepared for the construction of the **PR-03C Build-Out of Ranger Station Park Project,** City of Sedona, Arizona, as described therein; and

WHEREAS, the Contractor has offered to perform the proposed work in accordance with the terms of the Contract; and

WHEREAS, the Contractor, as will appear by reference to the minutes of the proceedings of the City Council was duly awarded the work.

NOW, THEREFORE, the parties hereto hereby stipulate, covenant and agree as follows:

1. The Contractor promises and agrees to and with the City that it shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all of the work required in connection with construction of the Project all in strict accordance with the Specifications and Drawings, including any and all Addenda, and in strict compliance with the Contractor's Proposal and all other Contract Documents, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. The Contractor agrees to perform all of the work described above in accordance with the Contract Documents and comply with the terms therein for the initial estimated Contract price of **$395,925**, subject to increase or decrease in accordance with the Contract Documents, and the Bid Schedule set forth therein; and the City agrees to pay the Contract Prices in accordance with the Bid Schedule for the performance of the work described herein in accordance with the Contract Documents.

3. The Contractor and the City agree that the terms, conditions, and covenants of the Contract are set forth in the Contract Documents and the Plans and Technical Specifications, and the Drawings numbered 1 through 29, all defined as the Contract Documents, and by this reference made a part hereof as if fully set forth herein.

4. The Contractor and the City agree that each will be bound by all terms and conditions of all of the Plans and Technical Specifications, and Contract Documents, as if the same were fully set forth herein, and hereby incorporate all of the foregoing

into this Agreement.

5. The Contractor shall abide by all the laws of the United States of America, State of Arizona, Coconino/Yavapai Counties, and the City of Sedona, including a requirement that Contractor obtain an annual Sedona Business License for every year that they do business with Sedona or within the City limits.

6. The Contractor shall carry Workers' Compensation Insurance and require all Subcontractors to carry Workers' Compensation Insurance as required by the Law of the State of Arizona, and all other insurance as set forth in the General Conditions.

7. Contractor, its agents, employees, and subcontractors, shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status. (Ordinance 2015-10 (2015).

8. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the City to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and complete all work under this Contract within the time specified on page A-2.

9. The Contract Document consist of the following component parts, all of which are a part of this Contract whether herein set out verbatim, or attached hereto:

   Advertisement for Bids
   Information for and Instructions to Bidders
   Bid Proposal and Bid Guaranty Bond
   Contract (this document)
   Change Orders
   Addenda
   Performance Bond, Labor and Material Payment Bond
   Special Conditions
   General Conditions
   Technical Specifications
   Notice of Award
   Notice to Proceed
   Plans and Drawings
   Design Reports
   Standard Specifications
   Insurance Certificates

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of

discrepancy, the order of precedence is as follows:

1. Change Orders
2. Contract (this document), including addenda
3. Payment and Performance Bonds
4. Advertisement for Bids
5. Information for and Instructions to Bidders
6. Notice of Award
7. Notice to Proceed
8. Special Conditions
9. Bid Proposal
10. Technical Specifications
11. Plans and Drawings
12. General Conditions
13. Bid Guaranty Bond
14. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern those documents with a higher numerical value. Within a category, the last in time is first in precedence.

The Contractor shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Owner. The City will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications.

10. As part of the inducement for City to enter into this Agreement, Contractor makes the following representations:

    A. Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the work.

    B. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the work, which were utilized by Design Engineer in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.

    C. Contractor has made or caused to be made examinations, investigations and tests, and studies of such reports and related data as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.

D. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

E. **Contractor has given the City Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents** and the written resolution thereof by City Engineer is acceptable to Contractor.

F. Contractor has attended mandatory pre-bid meetings and walk-throughs.

11. A. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

B. City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, and its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

C. Pursuant to Arizona Revised Statutes Section 38-511, the provisions of which are incorporated by reference as if fully set forth herein, all parties are hereby given notice that this Agreement is subject to cancellation by the City if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract or Contract Documents on behalf of the City is, at any time while the Contract or Contract Document or any extension thereof is in effect, an employee or agent of any other party to the Contract or Contract Documents in any capacity or a consultant to any other party to the Contract or Contract Documents with respect to the subject matter of the Contract or Contract Documents.

12. During the performance of this Agreement, Contractor may also be under contract with the City for performance of work on other projects. A breach in the performance of any of Contractor's obligations under this Agreement shall constitute a breach of Contractor's obligations under any other agreement with the City and the breach by Contractor under other agreement with the City shall also constitute a breach of Contractor's obligations under this Agreement. The City may offset any amounts owed by Contractor under any such other agreement from any amounts owed to Contractor under this Agreement.

13. The Contract Documents constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

CITY: City of Sedona, Arizona

BY: _____

NAME: _____

TITLE: _____

(SEAL)
Attest:
BY: _____

NAME: _____

Approved as to Legal Form:

BY:
(City Attorney)
DATE:

CONTRACTOR:

BY: _____

NAME: _____

TITLE: _____

(SEAL)
ATTEST:
BY: _____

NAME: _____

Agenda Item: 3d

Proposed Action & Subject: Approval of Right-of-Way Lease Agreement amendment for Canyon Portal 3, LLC.

Department	Public Works Department
Time to Present	NA
Total Time for Item	NA
Other Council Meetings	
Exhibits	A. Canyon Portal 3 R/W Lease Amendment

City Attorney Approval	Reviewed 9/18/23 KWC
City Manager's Recommendation	Approve Right-of-Way Lease Agreement amendment for Canyon Portal 3, LLC.

Expenditure Required	
$	Not applicable
Amount Budgeted	
$	Not applicable
Account No. (Description)	
Finance Approval	☒

SUMMARY STATEMENT

Background:

The Canyon Portal 3: right of way lease was created on December 10, 2020. Due to recent roadwork in the area, the dimensions of the leased area were slightly altered. This amendment includes a revised legal description and mapping. Nothing else on the lease has changed.

Climate Action Plan/Sustainability Consistent: ☐**Yes -** ☐**No -** ☒**Not Applicable**

Board/Commission Recommendation: ☐**Applicable -** ☒**Not Applicable**

Alternative(s): None

MOTION:

I move to: approve the First Amendment to the Right-of-Way Lease Agreement with Canyon Portal 3, LLC.

RETURN TO:

EXHIBIT A

City Clerk
City of Sedona
102 Roadrunner Drive
Sedona, AZ 85336

FIRST AMENDMENT TO THE RIGHT OF WAY LEASE AGREEMENT

(City of Sedona/Canyon Portal 3, LLC)

THIS FIRST AMENDMENT TO THE RIGHT OF WAY LEASE AGREEMENT (the "**Amendment**") is made as of the____ day of _____, 2023, by and between the City of Sedona, Arizona, an Arizona municipal corporation (the "**City**"), and Canyon Portal 3, LLC, an Arizona limited liability company and its successor or assigns ("CP3"). City and CP3 are sometimes referred to herein collectively as the "Parties," or individually as a "Party."

RECITALS

A. On December 10, 2020, the City of Sedona approved that certain Right of Way Lease Agreement ("Lease Agreement") by and between the City of Sedona and CP3.

B. The City and CP3 wish to amend the Lease Agreement due to recent construction activities, which requires the legal description of Area 2 as shown in Exhibit B in the original Lease Agreement to be revised.

AMENDMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and CP3 agree as follows:

1. The Lease Agreement is hereby amended as follows:
   a. **Exhibit B is hereby removed and replaced with the Exhibit B (revised), attached to this Amendment and incorporated by this reference.**

2. Except to the extent expressly amended hereby, the Development Agreement shall remain in full force and effect without impairment or further modification.

3. This Amendment shall be governed by and construed under Arizona law.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, administrators, executors, assigns, and successors in interest. The provisions of this Amendment may not be amended or altered except by a written instrument duly executed by each of the Parties hereto.

5. Each of the Parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the parties and carry out the terms of this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

Canyon Portal 3, an Arizona limited liability company

By: _____

Name: _____

Title: _____

STATE OF)

) ss.

County of)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by _____ _____, as _____ of Canyon Portal 3, LLC, an Arizona limited liability company on behalf of Canyon Portal 3, LLC.

_____

Notary Public

My Commission Expires: _____

CITY OF SEDONA, an Arizona municipal corporation

_____

Scott M. Jablow, Mayor

ATTEST:

_____

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____

Kurt W. Christianson, City Attorney

EXHIBIT B (revised)

The "Lease Area"

Legal Description and Mapping of City Right-of-Way being Leased

Legal Description of Area 1	3 pages
Legal Description of Area 2	4 pages
Mapping of Areas 1 and 2	5 pages

Landmark Engineering & Surveying, Inc.
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tgraham@landmarkes.com
Wm.Tod Graham I,R.L.S.
president

September 2, 2023 Job No.: 1191202

LEGAL DESCRIPTION
CANYON PORTAL LEASE AREA NO. 1

A PARCEL OF LAND BEING A PORTION OF THE RIGHT-OF-WAY OF ARIZONA STATE ROUTE 89A LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN IN COCONINO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 8 AS MARKED BY A B.L.M. BRASS CAPPED PIPE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 8, MARKED BY A B.L.M. BRASS CAPPED PIPE, LIES S01°42'03"E (BASIS OF BEARINGS FOR THIS DESCRIPTION) A DISTANCE OF 2,621.04 FEET;

THENCE FROM SAID WEST QUARTER CORNER, N21°27'04"E A DISTANCE OF 342.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID ARIZONA STATE ROUTE 89A, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL NO. 1 OF THE "ATHERTON VENTURES, LLC" PROPERTY AS DESCRIBED IN INSTRUMENT NO. 3297153 OF THE COCONINO COUNTY RECORDER'S OFFICE;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE BEING A NONTANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING THE FOLLOWING ELEMENTS:
Δ=0°14'29"
R=2,150.00 FEET
L=9.06 FEET
CHORD BEARING AND LENGTH OF N27°34'54"E, 9.06 FEET, THE END OF SAID CURVE BEING THE *POINT OF BEGINNING*;

THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, N65°46'27"W A DISTANCE OF 27.01 FEET TO THE BEGINNING OF A NONTANGENT CURVE;

THENCE NORTHEASTERLY ALONG AND TO THE END OF SAID CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING THE FOLLOWING ELEMENTS:
Δ=05°09'31"
R=451.02 FEET
L=40.61 FEET
CHORD BEARING AND LENGTH OF N17°48'45"E, 40.59 FEET;

THENCE N22°12'07"E A DISTANCE OF 9.64 FEET;

THENCE S59°32'16"E A DISTANCE OF 5.94 FEET;

THENCE N30°22'48"E A DISTANCE OF 16.00 FEET;

THENCE N60°31'54"W A DISTANCE OF 7.89 FEET;

THENCE N26°16'45"E A DISTANCE OF 10.04 FEET TO THE BEGINNING OF A NONTANGENT CURVE;

THENCE NORTHEASTERLY ALONG AND TO THE END OF SAID CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING THE FOLLOWING ELEMENTS:
Δ=73°42'06"
R=2.88 FEET
L=3.70 FEET
CHORD BEARING AND LENGTH OF N64°11'59"E, 3.45 FEET;

THENCE N88°47'19"E A DISTANCE OF 37.94 FEET;

THENCE N30°22'36"E A DISTANCE OF 23.04 FEET TO THE BEGINNING OF A NONTANGENT CURVE;

THENCE NORTHERLY ALONG AND TO THE END OF SAID CURVE BEING CONCAVE TO THE WEST AND HAVING THE FOLLOWING ELEMENTS:
Δ=117°06'48"
R=4.34 FEET
L=8.88 FEET
CHORD BEARING AND LENGTH OF N21°11'23"W, 7.41 FEET,
THE END OF SAID CURVE BEING THE BEGINNING OF A NONTANGENT CURVE;

THENCE WESTERLY ALONG AND TO THE END OF SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING THE FOLLOWING ELEMENTS:
Δ=17°06'12"
R=23.93 FEET
L=7.14 FEET
CHORD BEARING AND LENGTH OF N85°56'47"W, 7.12 FEET;

THENCE N89°08'14"W A DISTANCE OF 19.86 FEET TO THE BEGINNING OF A NONTANGENT CURVE;

THENCE NORTHWESTERLY ALONG AND TO THE END OF SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING THE FOLLOWING ELEMENTS:
Δ=103°51'33"
R=1.07 FEET;

L=1.93 FEET
CHORD BEARING AND LENGTH OF N28°26'30"W, 1.68 FEET;

THENCE N27°49'59"E A DISTANCE OF 7.09 FEET TO THE BEGINNING OF A NONTANGENT CURVE;

THENCE NORTHEASTERLY ALONG AND TO THE END OF SAID CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING THE FOLLOWING ELEMENTS:
Δ=69°17'40"
R=3.37 FEET
L=4.07 FEET
CHORD BEARING AND LENGTH OF N58°31'51"E, 3.83 FEET;

THENCE N88°54'32"E A DISTANCE OF 24.84 FEET;

THENCE S85°04'17"E A DISTANCE OF 6.98 FEET;

THENCE S58°39'02"E A DISTANCE OF 5.37 FEET TO SAID SOUTEASTERLY RIGHT-OF-WAY LINE OF ARIZONA STATE ROUTE 89A;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE BEING A NONTANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING THE FOLLOWING ELEMENTS:
Δ=3°38'49"
R=2,150.00 FEET
L=136.85 FEET
CHORD BEARING AND LENGTH OF S29°31'33"W, 136.83 FEET, THE END OF SAID CURVE BEING THE *POINT OF BEGINNING*.

THE LAND DESCRIBED HEREIN IS GRAPHICALLY DEPICTED ON THE ATTACHED EXHIBIT "LEASE AREAS 1 AND 2 FOR CANYON PORTAL". BY THIS REFERENCE THERETO, IT IS HEREBY MADE A PART OF THIS LEGAL DESCRIPTION. WITHOUT SAID EXHIBIT, THIS DOCUMENT IS CONSIDERED INCOMPLETE.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14184
WM. TOD
GRAHAM I
Date Signed 09-02-2023
ARIZONA, U.S.A.

N:\AftrCrsh\LANDMARK\1191202\2023 CANYON PORTAL LEASE AREAS 1 AND 2\CP LEASE AREA 1 LEGAL 2023-09-02.docx

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tgraham@landmarkes.com
Wm.Tod Graham I,R.L.S.
president

September 2, 2023 Job No.: 1191202

LEGAL DESCRIPTION
CANYON PORTAL AMENDED LEASE AREA NO. 2

A PARCEL OF LAND BEING A PORTION OF THE RIGHT-OF-WAY OF ARIZONA STATE ROUTE 89A LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN IN COCONINO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 8 AS MARKED BY A B.L.M. BRASS CAPPED PIPE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 8, MARKED BY A B.L.M. BRASS CAPPED PIPE, LIES S01°42'03"E (BASIS OF BEARINGS FOR THIS DESCRIPTION) A DISTANCE OF 2,621.04 FEET;

THENCE FROM SAID WEST QUARTER CORNER, N21°27'04"E A DISTANCE OF 342.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID ARIZONA STATE ROUTE 89A, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL NO. 1 OF THE "ATHERTON VENTURES, LLC" PROPERTY AS DESCRIBED IN INSTRUMENT NO. 3297153 OF THE COCONINO COUNTY RECORDER'S OFFICE AND SAID POINT BEING THE BEGINNING OF A NONTANGENT CURVE;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE BEING A NONTANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING THE FOLLOWING ELEMENTS:
Δ=0°14'29"
R=2,150.00 FEET
L=9.06 FEET
CHORD BEARING AND LENGTH OF N27°34'54"E, 9.06 FEET;

THENCE CONTINUING NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE BEING A CURVE CONCAVE TO THE SOUTHEAST AND HAVING THE FOLLOWING ELEMENTS:
Δ=03°38'49"
R=2,150.00 FEET
L=136.85 FEET
CHORD BEARING AND LENGTH OF N29°31'33"E, 136.83 FEET;

THENCE CONTINUING NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE BEING A CURVE CONCAVE TO THE SOUTHEAST AND HAVING THE FOLLOWING ELEMENTS:
Δ=00°50'03"
R=2,150.00 FEET
L=31.31 FEET
CHORD BEARING AND LENGTH OF N31°46'00"E, 31.31 FEET

TO THE *POINT OF BEGINNING*;
THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, N38°23'32"W A DISTANCE OF 9.25 FEET;

THENCE N40°41'34"W A DISTANCE OF 4.42 FEET TO THE BEGINNING OF A NONTANGENT CURVE;

THENCE NORTHERLY ALONG AND TO THE END OF SAID CURVE BEING CONCAVE TO THE EAST AND HAVING THE FOLLOWING ELEMENTS:
Δ=101°27'08"
R=20.42 FEET
L=36.15 FEET
CHORD BEARING AND LENGTH OF N13°52'22"E, 31.61 FEET;

THENCE N63°53'58"E A DISTANCE OF 6.89 FEET TO THE BEGINNING OF A NONTANGENT CURVE;

THENCE NORTHEASTERLY ALONG AND TO THE END OF SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING THE FOLLOWING ELEMENTS:
Δ=20°34'00"
R=44.13 FEET
L=15.84 FEET
CHORD BEARING AND LENGTH OF N48°31'02"E, 15.76 FEET;

THENCE N34°30'39"E A DISTANCE OF 103.95 FEET TO THE BEGINNING OF A NONTANGENT CURVE;

THENCE NORTHEASTERLY ALONG AND TO THE END OF SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING THE FOLLOWING ELEMENTS:
Δ=5°46'08"
R=105.91 FEET
L=10.66 FEET
CHORD BEARING AND LENGTH OF N22°10'51"E, 10.66 FEET, THE END OF SAID CURVE BEING THE BEGINNING OF A NONTANGENT CURVE;

THENCE NORTHEASTERLY ALONG AND TO THE END OF SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING THE FOLLOWING ELEMENTS:
Δ=13°27'19"
R=44.68 FEET
L=10.49 FEET
CHORD BEARING AND LENGTH OF N11°42'06"E, 10.47 FEET;
THENCE N04°55'00"E A DISTANCE OF 4.82 FEET;

THENCE S51°17'44"E DISTANCE OF 4.02 FEET;
THENCE N41°46'21"E A DISTANCE OF 16.23 FEET;

THENCE N51°42'01"W A DISTANCE OF 7.13 FEET;

THENCE N37°54'08"E A DISTANCE OF 53.01 FEET TO THE BEGINNING OF A NONTANGENT CURVE;

THENCE NORTHEASTERLY ALONG AND TO THE END OF SAID CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING THE FOLLOWING ELEMENTS:
Δ=40°26'35"
R=12.60 FEET
L=8.90 FEET
CHORD BEARING AND LENGTH OF N53°53'26"E, 8.71 FEET;

THENCE N72°32'45"E A DISTANCE OF 17.54 FEET;

THENCE N39°54'18"E A DISTANCE OF 14.51 FEET;

THENCE N40°23'53"E A DISTANCE OF 29.92 FEET;

THENCE N41°06'40"E A DISTANCE OF 20.08 FEET;

THENCE N42°14'45"E A DISTANCE OF 33.10 FEET;

THENCE N42°33'32"E A DISTANCE OF 24.09 FEET TO THE BEGINNING OF A NONTANGENT CURVE;

THENCE NORTHEASTERLY ALONG AND TO THE END OF SAID CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING THE FOLLOWING ELEMENTS:
Δ=34°42'18"
R=8.88 FEET
L=5.38 FEET
CHORD BEARING AND LENGTH OF N62°09'26"E, 5.29 FEET, THE END OF SAID CURVE BEING THE BEGINNING OF A NONTANGENT CURVE;

THENCE EASTERLY ALONG AND TO THE END OF SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING THE FOLLOWING ELEMENTS:
Δ=09°53'12"
R=24.15 FEET
L=4.17 FEET
CHORD BEARING AND LENGTH OF N88°02'51"E, 4.16 FEET, THE END OF SAID CURVE BEING THE BEGINNING OF A NONTANGENT CURVE;

THENCE SOUTHEASTERLY ALONG AND TO THE END OF SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING THE FOLLOWING ELEMENTS:
Δ=13°17'46"
R=17.83 FEET
L=4.14 FEET
CHORD BEARING AND LENGTH OF S79°45'08"E, 4.13 FEET, THE END OF SAID CURVE BEING THE BEGINNING OF A NONTANGENT CURVE;

THENCE SOUTHEASTERLY ALONG AND TO THE END OF SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING THE FOLLOWING ELEMENTS:
Δ=24°28'17"
R=10.68 FEET
L=4.56 FEET
CHORD BEARING AND LENGTH OF S61°04'21"E, 4.53 FEET;

THENCE S52°21'12"E A DISTANCE OF 3.05 FEET TO THE SOUTEASTERLY RIGHT-OF-WAY LINE OF ARIZONA STATE ROUTE 89A;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE BEING A NONTANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING THE FOLLOWING ELEMENTS:
Δ=10°48'01"
R=2,150.00 FEET
L=405.27 FEET
CHORD BEARING AND LENGTH OF S37°35'02"W, 404.67 FEET, THE END OF SAID CURVE BEING THE *POINT OF BEGINNING*.

THE LAND DESCRIBED HEREIN IS GRAPHICALLY DEPICTED ON THE ATTACHED EXHIBIT "LEASE AREAS 1 AND 2 FOR CANYON PORTAL". BY THIS REFERENCE THERETO, IT IS HEREBY MADE A PART OF THIS LEGAL DESCRIPTION. WITHOUT SAID EXHIBIT, THIS DOCUMENT IS CONSIDERED INCOMPLETE.

N:\AftrCrsh\LANDMARK\1191202\2023 CANYON PORTAL LEASE AREAS 1 AND 2\CP LEASE AREA 2 LEGAL 2023-09-02.docx

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SEDONA, AZ 86339
(928) 282-7104
www.landmarkes.com

Founded 1979
LANDMARK

This map and the survey it is based upon were prepared and executed under my direct supervision.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14184
WM. TOD
GRAHAM I.
Date Signed 09-02-2023
ARIZONA, U.S.A.

LEASE AREAS 1 AND 2 FOR CANYON PORTAL

ON A PORTION OF THE RIGHT-OF-WAY OF ARIZONA STATE ROUTE 89A LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN IN COCONINO COUNTY, ARIZONA, BEING MORE PARTICULARLY DEFINED ON THE FOLLOWING SHEETS 2 THROUGH 5.

HATCHED AREAS REPRESENT THE LEASE AREAS

Date:	SEPTEMBER 2, 2023
Revisions:	
Project Manager	TOD GRAHAM
Survey Crew:	T. GRAHAM N. GRAHAM
C.A.D. by:	T. GRAHAM
Checked by:	
Contour Interval:	N. A.
Scale:	1" = 20'
Project Name:	1191202
File Name:	2023 CP LA 1-2
Sheet:	1 of 5
Job No.:	1191202

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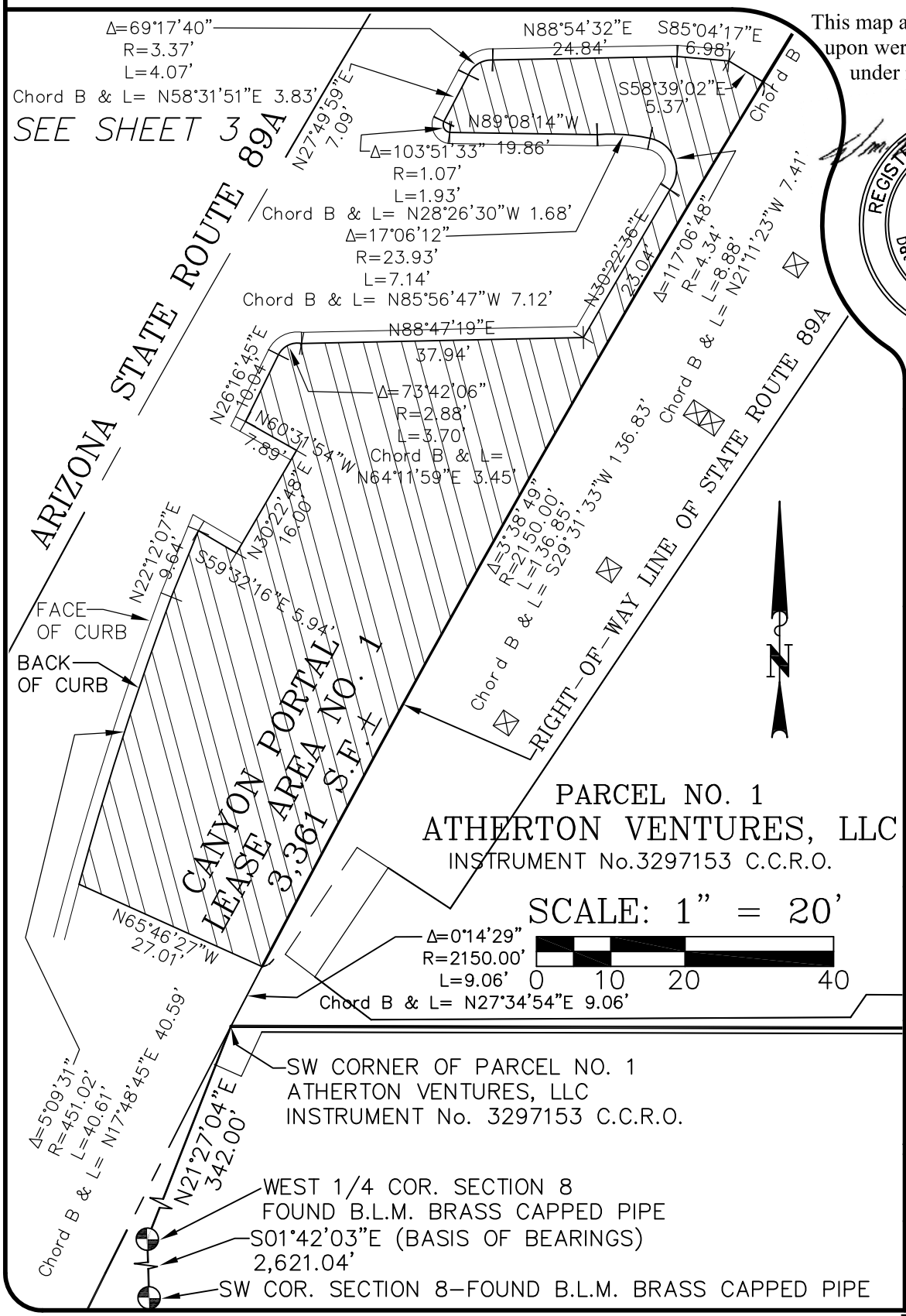

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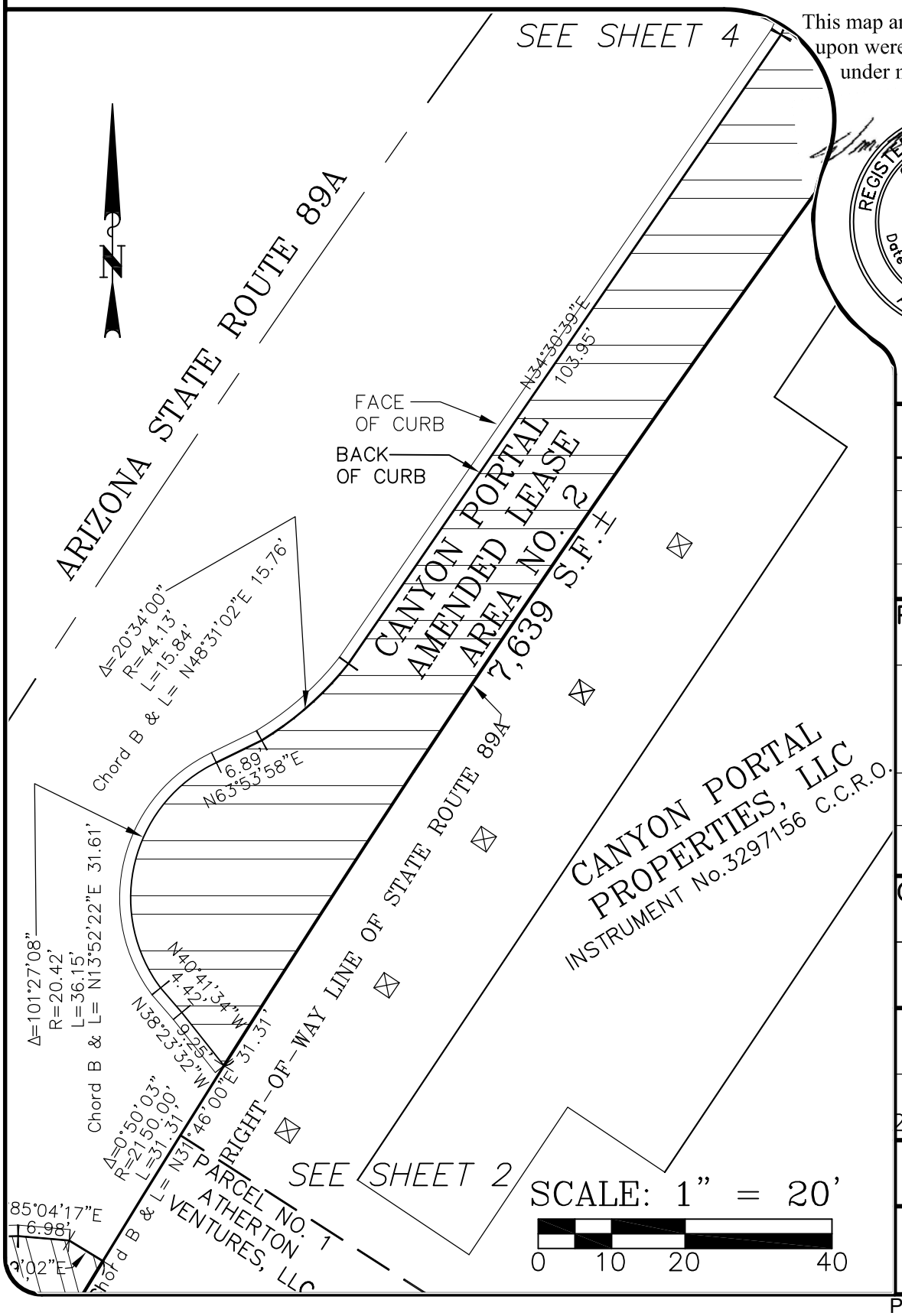

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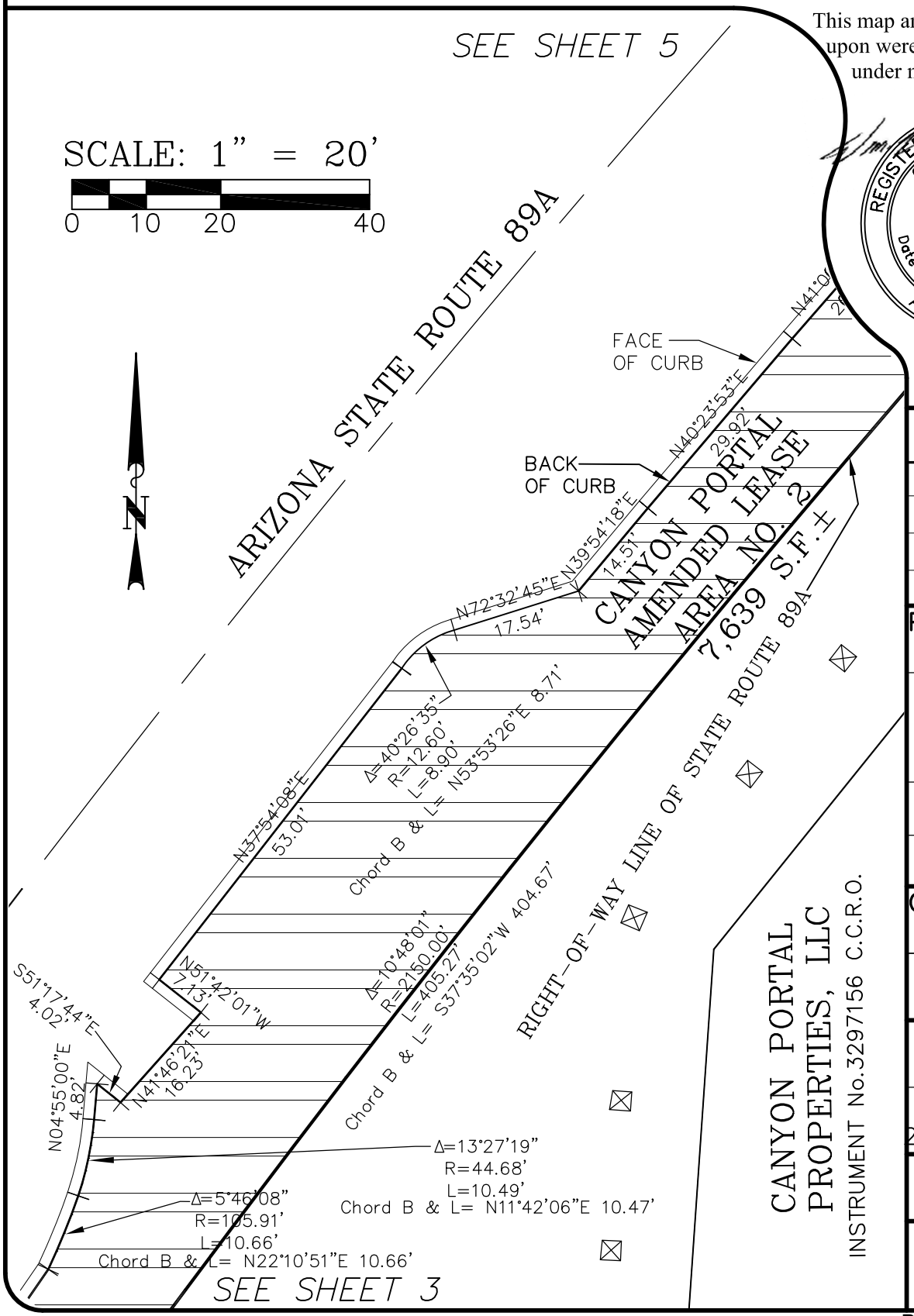

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Job No.:	1191202

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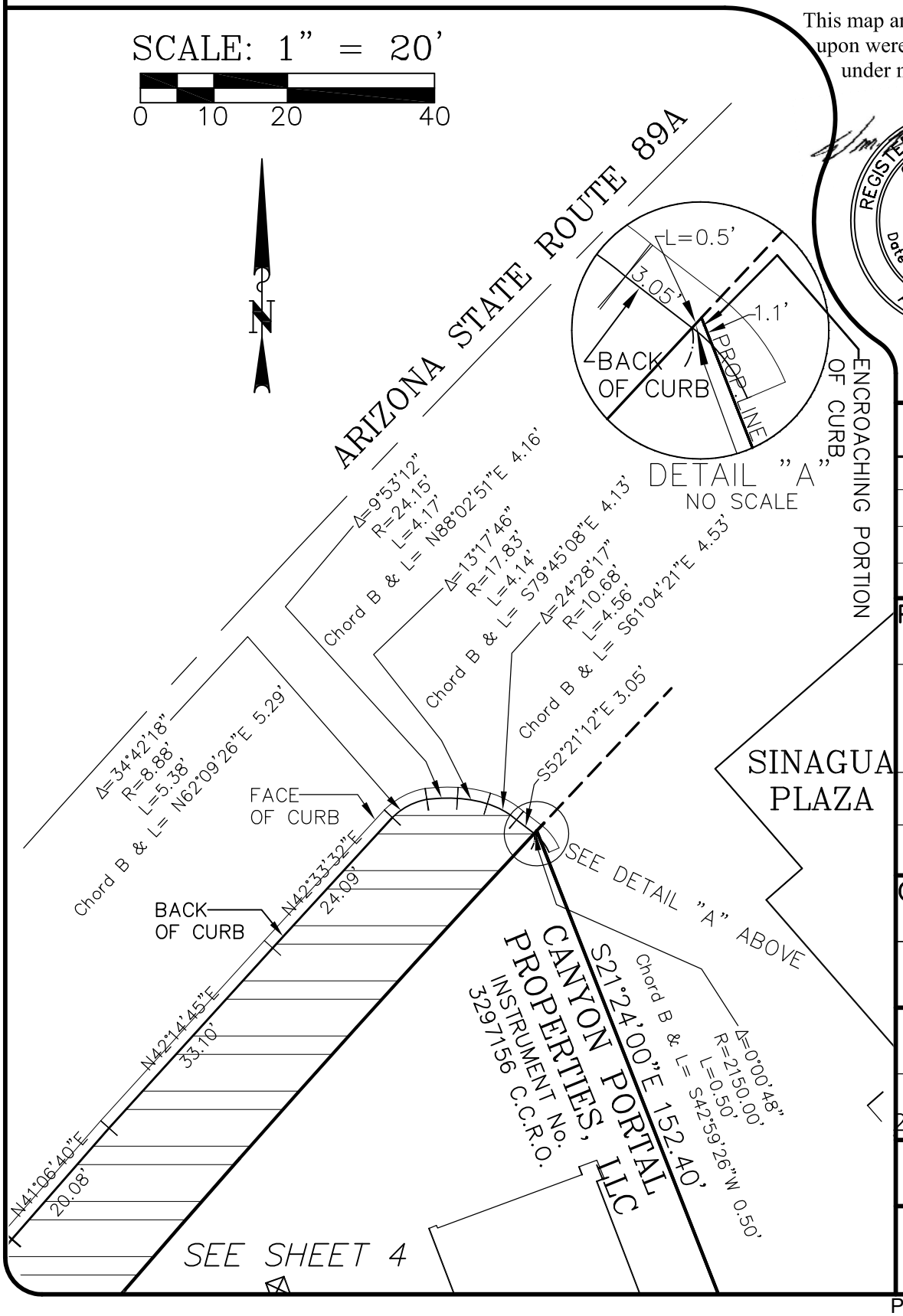

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Scale:	1" = 20'
Project Name:	1191202
File Name:	2023 CP LA 1-2
Sheet:	5 of 5
Job No.:	1191202

Sedona

Agenda Item: 8a
Proposed Action & Subject: Discussion/possible direction on the work program and accomplishments to date regarding the creation of a tourism bureau and the City's new role as Sedona's official destination marketing and management organization.

Department	City Manager
Time to Present	1 hour
Total Time for Item	2 hours
Other Council Meetings	April 12, 2023, May 10, 2023, August 22, 2023 (Exec Session), September 12, 2023
Exhibits:	A. Corragio Strategic Planning Proposal B. Branding and Marketing Services RFP C. Simpleview Contract Agreement D. AgilityPR Contract Agreement E. AOT Rural Co-Op Marketing Plan F. Tourism Economics Symphony Analytics Agreement G. Smith Travel Research Contract H. Sedona Tourism Travel Patterns Analysis Scope of Work

City Attorney Approval	Reviewed 9/18/23 KWC	**Expenditure Required**	
		$	0
City Manager's Recommendation	For information, discussion, and possible direction only.	Amount Budgeted	
		$	1.67 million
		Account No. (Description)	10-5330-01-XXXX and 10-5246-01-6761 (Tourism & Economic Initiatives Dept. and Contingencies)
		Finance Approval	☒

SUMMARY STATEMENT

Background: On Wednesday, April 5, 2023, the Sedona Chamber of Commerce & Tourism Bureau (SCC&TB) provided written notice to the City of Sedona of their intent to not renew the service contract between the City and the SCC&TB for tourism marketing and management and the provision of visitor services for fiscal year 2024. On April 12, 2023 the City Council discussed the changing relationship with the SCC&TB and identified certain next steps for

tourism management, including the development of a municipal destination marketing and management program. At that meeting, the City Council designated the City as the official destination marketing and management organization (DMMO) with the Arizona Office of Tourism (AOT).

This meeting will provide staff an opportunity to update the City Council on the work done to date towards the development of a City Tourism Program.

Staff Team

The City team working on the development of the new Tourism Program includes the City Manager Karen Osburn, Communications Manager Lauren Browne, Special Initiatives Coordinator Kegn Moorcroft, Web Content Manager Rob MacMullan, and new Tourism and Economic Initiatives Coordinator James Mogensen. The City is supported by consultant Heather Hermen with Front Burner Media. Additional staff positions have been authorized by the City Council and will be filled in the coming months.

Tourism Advisory Board

On May 10, 2023 the City Council adopted a resolution to establish an 11-member Tourism Advisory Board (TAB). Applications for the TAB were accepted through July 10, 2023 and 37 applications were received. The City Council conducted the first review of applications on August 22, 2023 and selected 21 individuals invited to in-person interviews on September 28, October 4, and October 5, 2023.

On September 12, 2023, City Council set the roles and responsibility of the TAB:

- Serves in an advisory capacity, does not set policy
- Provides input and makes recommendations on matters involving tourism marketing and management initiatives, projects, and short and long-range plans
- Shares ideas, research, and information about feasibility or implementation to further the City's tourism efforts involving marketing, management, sustainability, increase tax revenue if/when applicable, and management of visitation, with staff, who report to the City leadership and the City Council

Advisory board members are expected to:

- Provides constructive insight based on their expertise in the area being discussed
- Provides constructive feedback on the ideas and/or content presented by staff or other outside consultants or hired subject matter experts
- Provides constructive feedback on content to be presented to council by staff or hired subject matter experts
- As required, participates in brainstorming of ideas on topics provided by staff or hired subject matter experts
- Comes prepared to advisory committee meetings with ideas, feedback and insights that are germane to the topic
- Stays on topic during the meeting unless asked to provide other areas of concern or topics to be considered

- Submits ideas or comments during the advisory board meeting, either verbally or written, unless specifically asked to do otherwise by staff or hired experts
- Works with and through the TAB as a whole and staff rather than attempting to influence work product or decision-making individually or outside the TAB process

Members of the advisory board do NOT:

- Make final decisions on any idea, expenditure, opportunity, promotion or campaign, hired professional services or usage of data collected
- Hold governance authority over any city employee, consultant or the public. City staff and hired experts do not report to the TAB members
- Manage any fiduciary responsibilities, including but not limited to grant or other financial opportunities, or program or project expenditures, unless expressly sanctioned by staff liaisons or the City Council
- As individuals, speak on behalf of the entire Board

12+-Month Work Program for the TAB

At the September 12 meeting Council also set the three major work program tasks for the TAB in the coming year plus:

1. Work with the team of professional tourism consultants/facilitators and staff to offer input on the creation of a Tourism Strategic Plan which will lay the foundation for the further development of the City's tourism program. Ultimately, the TAB will make recommendations to the City Council on the adoption of a Tourism Strategic Plan. The plan is expected to take approximately 120 days.
    a. The City will work with the Corragio Group to complete the strategic planning effort. ($74,600, see exhibit A). The attached exhibit represents the full scope of the project however we will plan to work with Corragio to break down the work into three separate phases in order to attempt to secure AOT Visit Arizona Initiative (VIA) grant funding for phases two and three. The timing of the availability of grant funding will not allow us to use grant funds for phase one unless we delay the entire project. Phase one ("get clear" phase) will begin in early October and include:
        i. Background data review
        ii. Survey design, implementation and analysis
        iii. Fifteen 1:1 influencer interviews
        iv. Three town hall listening sessions
        v. Insight report

    The final two phases include the "get focused" and "get moving" components referenced (page 10) in the attached proposal and again, will hopefully be completed through a funding partnership with AOT.

2. Work with the selected branding/marketing agency and staff to offer input on the development of a Sedona brand/identity and marketing campaign. Make recommendations to the City Council on the brand itself as well as campaign strategies, tactics, content and communication/marketing efforts. A request for proposal (RFP) (see

exhibit B) has already been issued and a firm will be selected and ready to engage with the TAB once the TAB has completed their work relative to the development of a Tourism Strategic Plan.

3. Toward the end of year one of the TAB, work with the team of professional tourism consultants/facilitators and staff to offer input on a Sustainable Tourism Plan update or develop a new Sustainable Tourism Plan if needed. Ultimately, the TAB will make recommendations to the City Council on the adoption of that plan. Additional funding through the VAI Grant Program through AOT may be available for some portion of the work to develop Sedona's Sustainable Tourism Plan.

Professional Travel Industry and Business Database

As of July 1, 2023 the City became responsible for handling all media, meeting and travel trade leads from AOT. The City is now responsible for crafting and controlling the message for the professional travel industry centered around sustainability, responsible visitation, respecting Sedona, using public transit, and visiting mid-week and off-peak seasons. The Tourism Team will also be sharing travel trade and media leads with businesses in the City limits at no cost to them. Membership is not required for tourism-related businesses to participate in the professional travel industry. All in-City tourism-related businesses are invited and encouraged to participate.

The City has been inviting in-city tourism-related businesses to provide information about what they offer to populate a comprehensive database through Simpleview ($11,900, see exhibit C), a Customer Relationship Management (CRM) software, so when media and travel trade leads are received, the City can match inquiries with local business offerings and connect business with these opportunities. Simpleview also gives the City the ability to create customized itineraries for vetted group and individual familiarization (FAMs) trips. A comprehensive tourism database of Sedona's businesses will be crucial when adding local business info to the tourism website and creating a travel guide for consumers.

To reach all tourism-related businesses and get them to sign up for the Tourism Program through Simpleview, the communications strategy has been and will continue to be through direct business and business groups outreach, email using the business license database, articles through local news publications, social media, and the creation of an informational video. As of September 12, 84 tourism business signups have been received through our temporary Tourism Program landing page. The new tourism website will be launched in November. (See more information below in the AOT Co-Op).

Through the first six weeks of the fiscal year, the Tourism Program team has received six media leads, one wedding lead, and one meeting lead from AOT and has disseminated those opportunities to local businesses. The City's tourism staff will work towards implementing a system to track leads and follow up with businesses who have received referrals in order to close the loop and report on efficacy of the program.

The City is setting up AgilityPR ($9,893, see exhibit D), a robust platform for monitoring press coverage about Sedona. AgilityPR provides global monitoring from print, online and broadcast mentions using metrics such as impressions, advertising value equivalency (AVE), and

sentiment to inform communication efforts and messaging. In the next few months, the Tourism Team will add the database portion of the AgilityPR platform. The additional platform offers a global media database with over 1.3 million journalists, outlets and influencers with the ability to conduct direct individual outreach and story pitching. The database is also a press release distribution platform that reaches hand selected lists of media professionals.

Branding/Marketing

While the primary focus of the new tourism program will be on management of the destination, communicating who Sedona is as a destination, when to visit, how to visit, and crafting the message to invite people to enjoy Sedona with respect and responsible stewardship are also be part of the program.

The City's Branding and Marketing Services RFP was distributed on August 10, 2023 and the close date was September 5, 2023. The RFP solicited firms for the coordination of a comprehensive brand/identity exercise and an associated destination marketing campaign, with an option to include ad placement and broadcast media marketing services. We hope that this to-be-determined brand will provide a strong foundation for the continued build out of the Tourism Program, with a logo, tagline and color palette to be selected. The RFP also requests ongoing marketing and public relations services throughout the buildout of the new tourism program.

- 16 firms submitted proposals
- 9 were determined to be responsive to the RFP and qualified to advance in the vetting process
- Most of those are large national/international firms
- The three top-rated firms from the initial evaluation were invited to in-person presentations and interviews on Sept 20, 2023 and a contract(s) will be negotiated from there

As the Tourism Program team awaits the seating of the TAB, the completion of a tourism strategic plan, the development of a Sedona specific brand and associated marketing campaigns, and development of other programmatic assets, a digital marketing campaign is currently being developed to drive winter visitation from December 2023 through February 2024. The "Sunshine to Spare" campaign will feature the abundance of sunshine Sedona offers during the winter season and will focus on the drive markets of Utah, Colorado, and New Mexico; plus, the mature market of Chicago which has direct flights to Phoenix. Higher income earners from the cities of Crested Butte, Telluride, Durango, Santa Fe, Taos, and Park City will be the target audience, and will be encouraged to pack their sunglasses and visit Sedona for 3+ nights. Should Council wish to proceed with this marketing effort, content will be targeted through a variety of digital advertising, and potentially through audio advertising with public radio and podcasts.

The Tourism Program team will continue to manage in-market travelers with educational campaigns to encourage responsible recreation, Leave No Trace, and the use of public transportation and multi-modal transit. The City has taken over the previous marketing duties of the Sedona Shuttle that the SCC&TB were responsible for the last few years, including printed collateral development and distribution, and targeted digital marketing and promotions.

The Tourism Program team has a contract with Sedona NOW to play the Roundabout 101 and Sedona Shuttle videos on Channel 18 to 95% of all the hotels, resorts, timeshares, and B&Bs rooms that offer cable TV in Sedona. Each video is played on the channel 12 times daily, 360 times a month. The Respect Red Rock Country educational video will be reproduced with the City logo and be made as evergreen. These videos will be amplified through traditional City communications outlets.

Partnership with Arizona Office of Tourism

On July 1, 2023 the City of Sedona became the official DMMO recognized by the Arizona Office of Tourism (AOT). The Tourism Program team have met many AOT staff members including the Executive Director face to face, at the Governor's Conference on Tourism in July and in virtual meetings, to begin to cultivate relationships as well as create a foundation as the DMMO moving forward.

In addition to referrals and coordination of travel/trade, group sales and media leads, the City invested in the AOT Rural Co-Op Marketing Program which offers a 1:1 match on funds spent up to $50,000 ($49,982.50, see exhibit E). The programs the City selected include:

- Full page advertorial which includes layout and translation services in a German Magazine called AMERICA Journal, distributed in the March and June 2024 issues. The magazine is distributed to the German speaking countries of Germany, Austria and Switzerland with a circulation of 35,000. The German market tends to book vacations 3-6 months in advance once they are interested in a destination. ($5,580).
- Digital ad displays through Spearfish, which will target visitors from Southern California, San Fransico, and Chicago from January (skipping March and April) through August 2024 using highly trafficked websites such as cnn.com, huffingtonpost.com, usatoday.com, times.com, etc. Ads will appear on these websites based on available ad opportunity space. Consumer data will be collected using credit card spending from those who live in the above-mentioned targeted markets who have spent money in Arizona in the past 18 months. ($6,000).
- Digital display through Madden Media, focused on the Canada market using Near Media cellular data, focused on travel buffs and families who have a demonstrated interested in visiting Sedona. The campaign will run from March through August focused on summer travel. The digital displays will be served to custom audiences through the Google Display Network or Programmatic digital ad buys, similar to the Spearfish campaign above. Staff are working with Madden Media to develop a customized attribution report which would track how many of those who viewed the ads ultimately visited Sedona and in what timeframe. ($7,500)
- Full page print ad and digital display ads in the May issue of San Diego Magazine, featuring a summer campaign. San Diego Magazine has a monthly print circulation of 41,151 and 300K+ monthly page views. The ad will also be featured on their social media outlets to 395K fans/followers and in their weekly e-newsletter with 99,500 subscribers. Their readership has an average household income of $233,216 and reaches 205,755 readers. ($5,000).

- Quarter page ad in the printed 2024 Pride Guide Arizona Edition, distributed January 2024. The guide will also feature a letter from Mayor Jablow welcoming LGBTQ+ travelers to Sedona. A destination listing for the City of Sedona will also be featured on gayarizona.com. The Arizona print edition is distributed to over 420 community gathering locations statewide and at LGBTQ+ community centers in major US cities. ($362).
- HypeAuditor is a free tool for AOT Rural Co-Op Marketing partners and functions as an Instagram influencer vetting tool for up to 20 audits of social media collaborations.
- The design, development, maintenance, and reporting of a fully functioning consumer travel website through Go Travel Sites ($5,000). The Tourism Program team is working to launch the new website by Nov. 1st and host the winter campaign information, in addition to having and itinerary creator, calendar of events, potential integration with the Simpleview to show a business listing, and more. Separate from the AOT Co-Op, but part of the new tourism website build-out, staff is exploring the viability of embedding a Virtual Reality and drone footage tool on the website landing page to navigate the Uptown area and through the gallery district virtually and to feature the shopping district.
- User Generated Content social media and website content curated and managed by a software called Crowdriff. Through this software, Tourism Program staff can feature crowdsourced social media imagery on the Tourism Program website ($5,000).
- Participation in the following Trade Shows and Missions: US Travel Association's IPW in LA from May 3-7, 2024 ($2,500), ITB Berlin Trade + Media Mission from Mar. 5-7, 2024 ($2,000), German Trade + Media Mission in Nov. 2023 ($1,250), and Go West Summit Trade + Media Mission in Lake Tahoe from Feb. 26-29, 2024 ($1,500).
- Economic Impact Research through an agency called Dean Runyan, which will provide travel-generated spending, earnings, employment, and tax receipts with the aim of understanding the economic impact of tourism and cross referencing this data with other data staff is collecting, which is mentioned below ($3,250).
- Photography to aid in the buildout of a travel related Sedona image gallery, to support the winter "Sunshine to Spare" marketing campaign, and to help build the new website ($5,000). The Tourism Program team has hired a professional photographer who will be in Sedona from September 22-24 for this project.

All these advertising opportunities will support sustainable tourism messaging and target visitors to come during off-peak seasons. While for some programs key performance indicators (KPIs) have already been identified, city staff will need to work further with AOT to develop and track measures of success for all co-op programs.

Data Driven Decision-Making

The City is in the process of implementing the most premier, industry leading, data gathering tools available to obtain better estimated counts of visitors, understand where they are coming from, how long they are staying, what they have purchased, as well as their demographics: household income, age, education, etc. This information is needed to guide strategic decision-making around tourism marketing and management. The City has contracted with Oxford Economics, Tourism Economics Symphony Platform ($90,000, see exhibit F), and the customization and implementation are in process. The Symphony dashboard is an intelligence platform that provides an easy-to-use snapshot of data, a uniform reporting structure to share information with internal and external stakeholders, a centralized analytics platform and hands-

on research support. The data sets included in this platform include Smith Travel Research (see exhibit G) traditional hotel data; KeyData short term rental data; sales/bed tax data (provided by the City but included for reporting and analytics); mobile device data; credit card spending data; origin/destination data; point of interest heat mapping; and analytics to determine length of stay, day vs overnight visitor distribution, repeat visitor ratio, cross visitation (across points of interest), dynamic mapping capabilities; and forecast and predictive analytics.

It is estimated that the 4–5-month implementation process will be completed within the next 60 days. It will then take time for staff to become proficient in the use of this tool to maximize its utility. It is anticipated that these analytics will also be informative for the TAB and consultant work on strategic planning, branding, and marketing, and sustainable tourism planning and management.

Under a separate contract, the Tourism Program team has engaged data experts out of Kimley-Horn's Kansas City ($87,000, Exhibit H) office to do a Tourism Travel Patterns Analysis, to determine total visitation for 2019 and 2021 as those have been referred to as the baseline and high-water mark years, to better understand how that translates into total visitors and what a reasonable visitor target level may be. This project will use data sources, including StreetLight and Replica data sources, to capture anonymized mobile devices, connected vehicles or other methods to support this analysis, which will determine the number of visitors per year and season, the length of visitor stays (daytrip versus overnight versus multiple nights) by time of year, demographics of visitors by length of stay, home location of visitors, number of commuter workers and residents by time of year, and estimated number of person trips being made by model and how these relative levels of activity vary across the year. This work has already been initiated and these findings will be presented to the City Council at a future meeting, likely also within the next 60 days.

As has been discussed by this Council many times, understanding visitor data is essential for any DMMO to have the information needed to inform decisions about how best to manage and market the destination. The focus will be on management of the destination but also marketing before and during visits to communicate who we are as a destination, when to visit, how to visit, and crafting the message to invite people to enjoy Sedona at certain times, with respect and responsible stewardship.

Climate Action Plan/Sustainability Consistent: ☐**Yes -** ☐**No -** ☒**Not Applicable**

Board/Commission Recommendation: ☐**Applicable -** ☒**Not Applicable**

Alternative(s): N/A

MOTION

I move to: for information, discussion and possible direction only.

coraggiogroup

Tourism Strategic Planning Proposal

City of Sedona

June 30, 2023
Submitted by Coraggio Group

2240 N. Interstate Avenue, Suite 300
Portland, OR 97227
503.493.1452
coraggiogroup.com

June 30, 2023

Hello, Heather:

On behalf of our team, I am pleased to share our proposal for the City of Sedona's Tourism Strategic Planning process.

As you know, our team has extensive experience working in Arizona. We've partnered with the Arizona Office of Tourism—helping them create two strategic plans since 2020—one focused on responding to impacts related to the global COVID-19 pandemic and another aimed at longer-term post-pandemic tourism recovery. Since 2021, we've also partnered with 12 rural Arizona communities, helping their destination organizations create actionable strategic plans to with an emphasis on shaping tourism's role in contributing to economic prosperity, while at the same time elevating resident quality of life, honoring local culture & heritage and respecting their area's environment and natural resources.

Through this work, we've become aware of some of the challenges Sedona has been experiencing related to tourism promotion and local capacity. From our recent conversation it sounds like the decision by the City of Sedona to become the DMMO represents an important—and exciting—turning point.

Though we've worked with you in the past, I wanted to share a few things about our firm as you discuss our proposal with others within the City:

1. We've been working with destinations of all sizes both urban and rural since our founding in 2005. Our travel & tourism work represents 70% our business.

2. Each of our destination strategists are GSTC (Global Sustainable Tourism Council)-trained practitioners.

3. In addition to strategic planning, our firm brings deep experience working with Boards helping them to establish and maintain focus, create working norms and coalesce as cohesive, high-functioning governing bodies.

4. We offer a broad range of services, including strategic planning, tourism master planning, stakeholder engagement, research and analytics, organizational effectiveness, change management and leadership development.

5. Our parent company is Miles Partnership, a global strategic marketing and destination branding company that focuses exclusively on travel & tourism clients.

We're frequently asked, "Why did you name your firm Coraggio?" It's a great question and one we enjoy answering. Coraggio is the Italian word for courage. It serves as a daily reminder of the first commitment we make to every client: to have the courage to challenge them to reach beyond what might be comfortable or easy so that they can reach their full potential. "Coraggio" is the first of the four consulting principles that unite us in approaching our work: **Courage**, **Truth**, **Grace and Humility**.

Since our founding, we've placed these ideals at the center of our work. They represent the foundation of the experience our clients have with their Coraggio project teams and why, over the years, so many of our clients have chosen our firm over and again to help them take their next big leap forward.

Based on the needs you described, combined with our experience in Arizona, I believe our firm is ideally suited to help the City of Sedona "stand up" an office of tourism and develop a thoughtful, community-centered strategic plan.

Thank you for considering Coraggio for this important undertaking. We hope to have the opportunity to work with you, the City and the newly formed Tourism Advisory Board lead the way.

Enthusiastically,

Trever Cartwright
Founder and Principal
Coraggio Group
trever@coraggiogroup.com

About Coraggio

Since 2005, our consultants at Coraggio have been helping leaders create exciting plans that boldly envision their community's future and foster the agile teams necessary to get there. Our team helps clients better understand their rapidly changing operating environments, determine how to respond to complex challenges, and position their organizations and destinations to seize the right opportunities.

Our team is an eclectic band of thinkers, bringing an unusual blend of leadership experience, business acumen, and creativity to inspire breakthrough thinking for our clients.

Affiliations

Coraggio is part of a growing movement of businesses nationwide that believe and practice the Triple P bottom line of **People, Planet and Profit.** We take pride in having met the Benefit Corporations for Good certification standards each year since 2018 and are committed to continuing our efforts to create better communities, a better planet, and a better business.

Coraggio is certified by the City of Portland as a Sustainability at Work company. We utilize many strategies to ensure the impacts of our business are positive, from recycling to community giving. One way we reduce our carbon footprint is by offering clients hybrid or fully virtual facilitated meeting structures. Should clients prefer in-person facilitations, we are happy to accommodate.

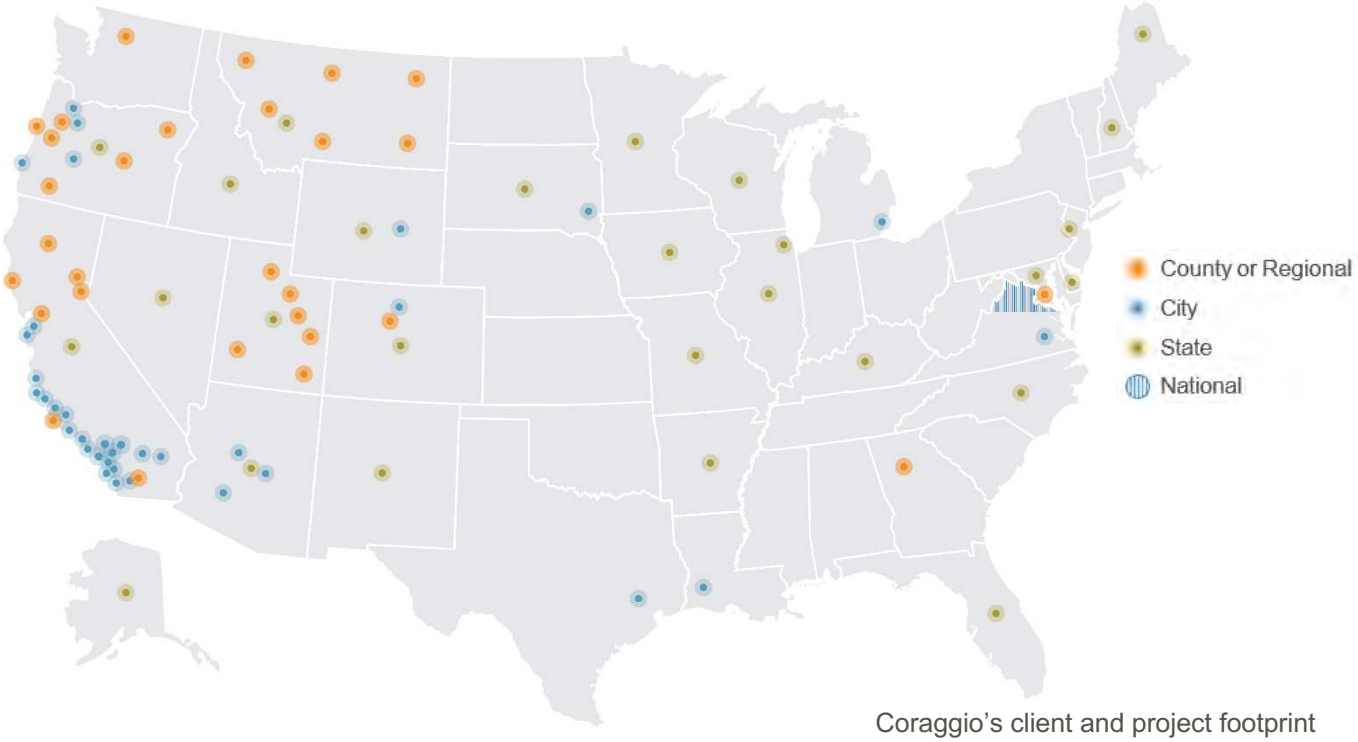
Our Commitment to Diversity, Equity, and Inclusion

We envision a world where the voices of those affected by systems of racism, oppression and injustice are not only heard and valued but also lead and shape conversations on how to make our collective futures and communities better. A world where Coraggio is a diverse, equitable and inclusive organization that works for social justice and accepts intersectionality in all its dimensions. A world where we show courage and humility to nurture meaningful dialogue and education to help us, our clients and our community continuously reflect and grow.

We accept responsibility and ask to be held accountable. At Coraggio, we believe what makes us different makes us great. We are committed to creating an inclusive environment where everyone, from every held identity, can do their best work in service to one another, our clients and our community. We understand equity is a journey, and we will continue to learn and evolve as an organization.

Coraggio is the only firm in the U.S. that has our powerful combination of strategy expertise, organizational effectiveness and destination marketing experience at every scale within the travel and tourism sector, as evidenced by:

- We have been hired by U.S. Travel—for the past seven years—to design and lead their annual leadership forum for state tourism directors (National Council of State Tourism Directors). These forums emphasize practical ways to strengthen leadership and organizational effectiveness.
- We are proud members of the Global Sustainable Tourism Council (GSTC) and are committed to increasing sustainable tourism knowledge and practices among public and private stakeholders, increasing knowledge and understanding of sustainable tourism practices, and promoting the adoption of universal sustainable tourism principles. Each of our destination strategists are GSTC trained practitioners.
- Over the last two years, we have been or will be featured speakers at the Arizona, Delaware, Florida, Idaho, Iowa, Missouri, New Hampshire, North Carolina, Oregon, West Virginia, South Dakota, and Utah state tourism conferences, where we are speaking on organizational effectiveness, leadership, resilience, stewardship and strategy.
- On the national stage, we have presented at Destination International's Annual Conference and their Advocacy Summit. We also presented a webinar as part of U.S. Travel's online replacement for their ESTO (Educational Seminar for Tourism Organizations) conference—one of the biggest annual conferences for destination marketing in the U.S.—and this year facilitated the fourth WESTO conference that brought together leaders from most of the 15 states that make up the Western States Tourism Policy Council.
- We have worked directly with the leadership teams and industry stakeholders of 26 state tourism offices, and with dozens of city and county tourism agencies nationally.
- In addition to travel & tourism industry expertise, our team members have marketing and economic development backgrounds, helping us bring in-depth knowledge and expertise to our strategic planning and tourism master planning projects.



Coraggio's client and project footprint

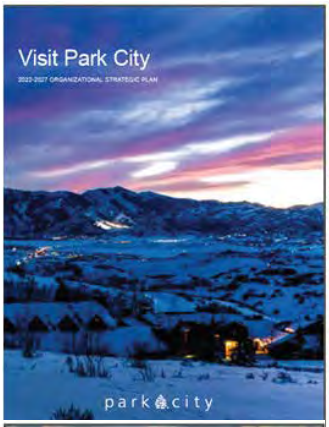
Destination Organization Experience

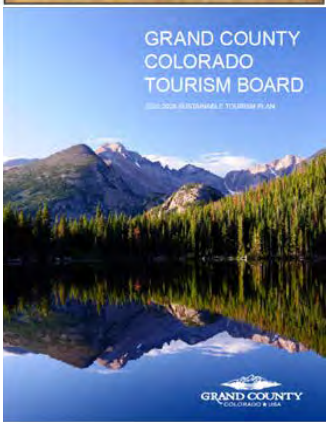
Helping our tourism clients take big leaps forward is what we do best. Below are a few destinations we've had the pleasure of supporting.

Strategic Planning Experience

Strategic planning is the core of our work at Coraggio, making up two-thirds of the projects we facilitate. We partner with various clients from non-profit organizations to public and private clients. Over time, we have learned a few things about what makes a strategic planning process successful and what makes the resulting plan work for an organization and its people. Some of these are particularly important for the City of Sedona's planning process are:

(recent plans we've created)





1. **We believe every organization is capable of excellence and that the path to that excellence is through a parallel focus on smart strategies for your organization and active development of your people**. Focusing only on the process will leave you with a depleted team that isn't ready to implement the decisions they have made. On the other hand, focusing only on the people won't help you develop the rigorous plan you need. We work hard to bring both the people and process into all aspects of the engagement.

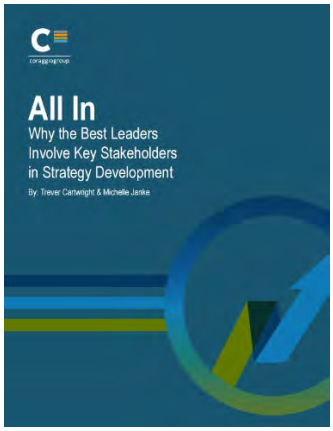
2. **You have valuable insight.** While we bring a depth of experience working with destinations nationwide at every scale, both rural and urban, we will want to tap into your knowledge and understanding of local dynamics and destination opportunities and challenges from project start to finish. In this way, we view ourselves as your partner in creating your next strategic plan.

3. **Engagement of your stakeholders is critical for building momentum and buy-in for implementation.** That engagement must be genuine, meaning that participants need to feel they have a real opportunity to influence the strategic decisions made during the plan's development. We believe our approach to stakeholder engagement sets the stage for shared enthusiasm and ownership of strategic plans once they are complete and ready to be implemented.

4. **Implementation needs to be rooted in agility.** Turning a strategic plan into results means identifying specific actions, assigning ownership of those actions, and determining timing and phasing. It also means preparing to change course if market conditions change or if there is an unforeseen impact to your operating environment, such as global pandemics or national incidents impacting travel.

Robust Stakeholder Engagement

Our method of stakeholder engagement is designed to deliver a final plan that is genuinely stakeholder-informed, with a strong sense of plan ownership throughout the community. This is why we recommend a layered approach that includes targeted online surveys and qualitative 1:1 influencer interviews, allowing us to take a deeper dive into opportunities and challenges that surfaced in the survey.



This broad outreach ensures ample opportunity to hear from as many voices as possible and incorporate diverse perspectives as we build the plan. Taking the temperature with key external stakeholders will be important in discovering and addressing community issues and trends that will impact the decision-making process and inform priority setting.

Project Team

Trever Cartwright

Founding Partner and Project Lead

B.S., Journalism, University of Oregon

Certified in PROSCI® Change Management

Colorado Leadership Journey Mentor

Global Sustainability Tourism Council Trained Practitioner

Trever helps destination leaders and their organizations get clear, get focused and get moving on their most important strategic and organizational challenges. He has worked as a destination strategist for state tourism offices and CVBs at every scale, both urban and rural, nationwide.

Trever's background includes nearly 10 years as co-owner of a Sacramento-based advertising agency where his work was recognized nationally by Adweek, Newsweek and Success magazines. He is a published author, a Forbes.com contributor and has been a guest speaker at Harvard and Stanford Law schools, the University of Oregon, Portland State University, numerous Governor's Conferences on Tourism, and several professional associations nationwide, including Travel South, Destinations International, U.S. Travel Association's National Council of State Tourism Directors Leadership Forum and the Western States Tourism Policy Council's annual WESTO conference.

Select Projects and Experience

Trever has worked with the following destinations:

- Arizona Office of Tourism
  Strategic Planning, Recovery Planning, Leadership Development, Rural Strategic Planning Program
- Colorado Tourism Office
  Colorado Leadership Journey Program Development, Organizational Development, Executive Counsel
- Visit California
  Stakeholder Engagement, Destination Stewardship Planning
- Travel Oregon
  Visioning, Strategic Planning, Stakeholder Engagement
- Santa Monica Travel & Tourism
  Visioning, Strategic Planning, Sustainable Tourism Planning
- Beverly Hills Conference & Visitors Bureau
  Strategic Planning, Tourism Master Plan Development
- San Francisco Travel
  Strategic Planning, Stakeholder Engagement, Organizational Development, Board Counsel
- U.S. Travel Association
  Stakeholder Engagement, NCSTC Leadership Forum
- West Hollywood Tourism Board
  Visioning, Strategic Planning
- Travel Portland
  Strategic Planning, Organizational Development, Board Counsel
- Grand County Colorado Tourism Board
  Sustainable Tourism Planning
- Winter Park-Fraser Chamber
  Sustainable Community Planning
- Brand USA
  Strategic Planning, Stakeholder Engagement

Colleen Floyd

Associate Principal and Project Manager

GSTC MEMBER

B.A., Communication and Art History, University of Colorado at Boulder

M.P.A., Nonprofit Management, Arizona State University

Global Sustainable Tourism Council Trained Practitioner

As an Associate Principal within Coraggio's Travel and Tourism practice, Colleen is naturally curious and empathetic, which dovetails with her passion for taking complex problems or data, finding the unifying themes, and crystallizing them into actionable initiatives, while also prioritizing communicating data in an approachable and engaging way.

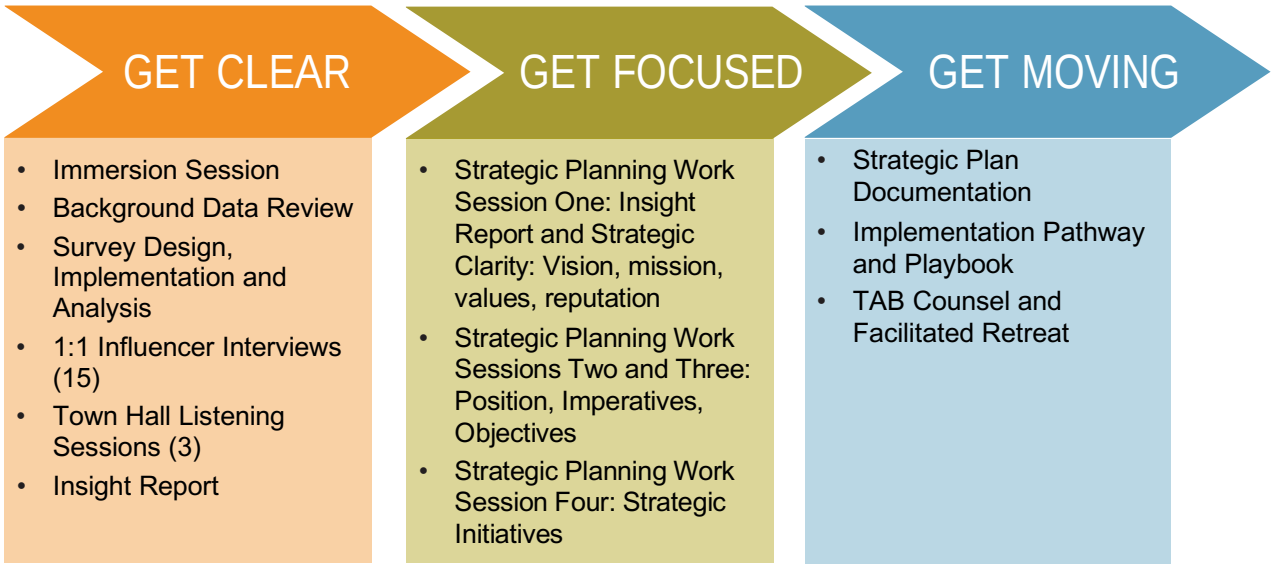
Colleen has 16 years of public service experience working in community justice services, courts, public relations, and tourism. She spent eight years with the Arizona Office of Tourism (AOT), five of those as the Director of Research. In this role, Colleen oversaw the industry and marketing research program that drives the agency's strategy as well as the agency's performance management activities.

Select Relevant Experience

- Visit Santa Barbara
  Strategic Planning
- Greater Ontario CVB
  Strategic Planning
- Montana Office of Tourism
  Destination Stewardship Plan
- Arizona Regional Cohort Planning
  Strategic planning (for a group of rural destinations)
- Visit Huntington Beach
  Strategic Plan (in progress)
- Los Angeles Sports & Tourism Commission
  Strategic Plan (in progress)
- Maine Office of Tourism
  Destination Management Plan
- US Travel Association's National Council of State Tourism Directors (NCSTD) Leadership Forum
  Leadership Event
- Millard County, UT
  Destination Development Plan

Scope of Work

We propose our straightforward, three-phase framework to Get Clear, Get Focused, and Get Moving on the City of Sedona's Tourism Strategic Plan.



Phase One: Get Clear

The Get Clear phase represents the foundation for the project and sets the stage for early wins and ongoing success from start to finish.

Immersion Session

We understand the City of Sedona is in the process of assuming the Destination Marketing & Management role for your community and you are in the process of setting up this new venture as well as establishing the new Tourism Advisory Board. In this 90-minute Zoom meeting, we will set the stage for a successful project from start to finish by gaining a better understanding of your current state, identifying key challenges to be addressed and opportunities to leverage, key stakeholders and influencers to involve, and setting an initial timeline for the project.

Background Data Review

To ground the strategic plan in the context of Sedona's performance and visitation trends, we will work with you to identify any data or relevant research you might have such as lodging performance, tourism tax revenue, visitor volume and key visitor segments. This information will help us ground the strategic plan in the realities of your market. In addition, if you have any data reflecting current resident sentiment toward tourism (which we know has been a challenge), we would like to incorporate these insights into our work. As part of this session, we will want to understand your perspective on stewardship-related principles and how you envision the City of Sedona's ideal role in leading the community forward in a way that not only reinforces tourism's role as an economic driver but also works to enhance resident quality of life, honor area culture & heritage and preserve the local environment and natural resources.

Stakeholder Engagement: Survey Design, Implementation and Analysis

Understanding the needs, expectations, opinions and insights of key regional stakeholders and influencers is critical to developing the City of Sedona's tourism strategic plan and making informed decisions.
We will work with you to design a survey that provides broad stakeholder input and helps foster a sense of shared ownership and inclusion early in the project. We will use a mix of qualitative and quantitative questions in our survey design and will analyze the responses to identify key themes—and their implications—to inform your plan. We will summarize what we learn in an Insight Report that the planning team can use to guide decision-making throughout the facilitated planning process.

Stakeholder Engagement: 1:1 Interviews (Virtual)

We will conduct up to 15 1-on-1 virtual interviews with key stakeholders and influencers to dive deeper into the challenges and opportunities identified through our survey response analysis and background data research. This will allow us to begin developing implications or action areas for the new strategic plan to address.

Town Hall Listening Sessions (3)

We recommend three listening sessions. Two would be organized to elicit feedback from industry stakeholders and community business partners and organizations. The other would be organized to gather input from residents on their thoughts on local tourism—how they perceive its value, what concerns they might have and how tourism can enhance certain quality of life needs and desires. We believe it's important to include the voice of residents as they represent the bedrock of the Sedona experience and how welcome visitors feel when they spend time in your destination.

Insight Report

The information learned throughout the Get Clear phase of our work together will be summarized in an Insight Report. This report will clearly lay out implications for the planning team to consider and will serve as the foundational guiding document of the strategic planning process.

Phase Two: Get Focused

The Get Focused phase is when we will roll up our sleeves and get to the work at hand: building your 12 to 18-month tourism strategic plan. Our understanding is that aspects of tourism marketing have been paused in Sedona for a period of time. We will want to protect any current momentum you have, while at the same time creating a plan to move tourism forward in a smart and thoughtful way. Your new plan will provide an updated (or reaffirmed) strategic vision for Sedona as a destination and specific strategic initiatives to make progress toward that vision over the next 12 to 18 months. We will build the plan with an emphasis on sustainable tourism principles, which will help set the stage for when the City takes steps to create a longer-term sustainable tourism master plan at some point down the road.

We propose that the strategic planning process follows our eight-point framework, described below.

We will draft responses to these elements in four focused, interactive work sessions with your Strategic Planning Team. We propose facilitating these work sessions in person; however, we are also happy to offer a hybrid

facilitation (in person and via Zoom) method to save costs. *Note: Our proposal assumes all strategic planning facilitations will be in-person.* Below is an overview of what we'll cover in each work session.

Strategic Planning Work Session One: Insight Report and Strategic Clarity

In the first work session, we will share our Insight Report, detailing what we learned through the interviews and survey we conducted on your behalf and any resident sentiment information you might have available. We will then spend the rest of the work session focusing on the part of the plan we call "Strategic Clarity." This is the high-level view of your strategy and includes the following elements:

- **Vision:** What is the ideal future state we are trying to create for Sedona tourism?
- **Mission:** What is our purpose? What are we here to make happen? Do we need to modify our current mission? This will be important as you "stand up" the new Office of Tourism.
- **Destination Position:** What unique and sustainable value do we deliver as a destination? What makes Sedona unique as a place to visit time and again? Who are those visitors who are most compatible with our destination's values and way of life?

These elements will serve as checks throughout the planning process to ensure the plan supports the goals and values of the City of Sedona and its residents and community partners.

Strategic Planning Work Session Two and Three: Strategic Focus

In the second and third sessions, we will work with the team to define your 12- to 18-month Strategic Imperatives and to define the remainder of the "Focus" and "Action" parts of the plan, including the following elements:

- **Strategic Imperatives:** What must be accomplished over the planning horizon?
- **Strategic Objectives:** What needles are we trying to move? How will we measure success?

In this session we will also work with you to create specific stewardship/sustainable tourism principles that will act as a filter for all strategic decisions made in during the planning work.

Strategic Planning Work Session Four: Strategic Action

In the fourth and final strategy work session we will work with the team to identify the specific action-oriented initiatives that will be undertaken during the planning horizon of 12 to 18 months.

- **Strategic Initiatives:** What collective, transformative actions do we need to take to achieve our Imperatives and make progress on our Objectives?

We believe strategic planning doesn't need to be a slog or something to be endured. Our planning activities are designed to be interesting and engaging for all involved, and our clients have called them fun and thought-provoking. They are organized to produce some creative tension, which is where learning and growth happen and, ultimately, inspire new opportunities for destinations as they continue to evolve.

Phase Three: Get Moving

In the Get Moving phase, we will put the final touches on your strategic plan and, if appropriate, help the TAB get organized for the work ahead.

Strategic Plan Documentation

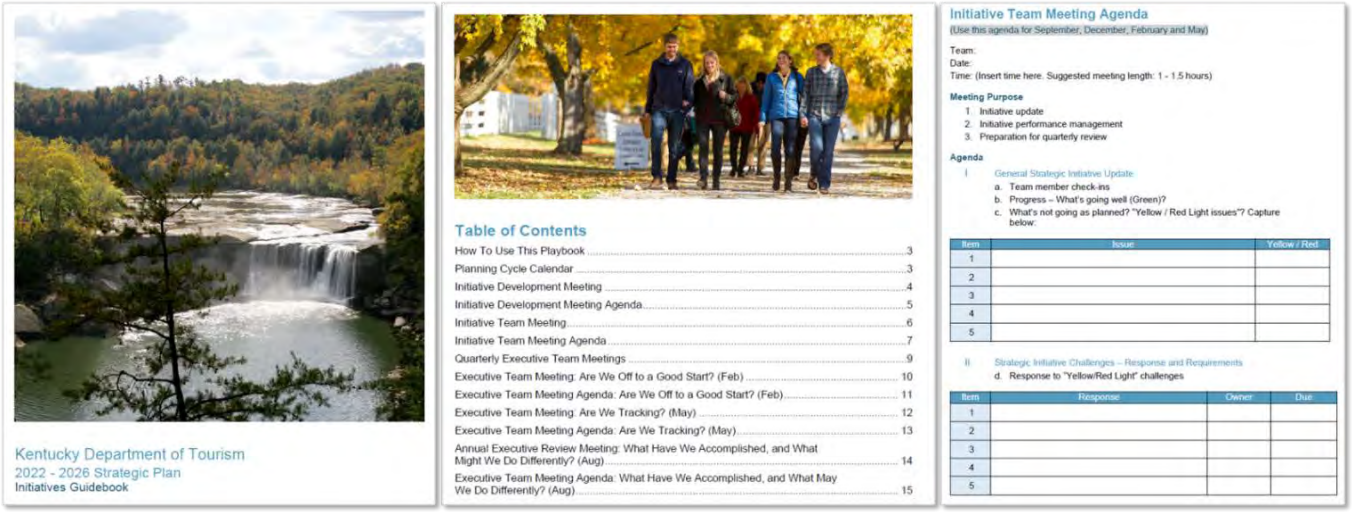
Once we complete the workshops, we will take some time to collect everything the strategic planning team decided into one coherent document. We have a **one-page** Strategic Plan format that has proven very effective at helping

planning participants and non-participants alike understand the overview of the strategic plan while also providing quick reference to its specifics. In this way, the final document acts as both a guide to working the plan and a tool for communicating it.

Implementation Pathway and Playbook

Because the City's Office of Tourism is new, we assume it may be helpful to have a clear tourism strategy implementation process. We will develop and recommend an implementation playbook that will help ease your way in not only implementing the various strategic initiatives included in your plan but monitoring and reporting on progress over time. If helpful, we will also address who to determine when course-corrections are needed to ensure the plan remains relevant over time.

Below is an example of a Playbook we created for one of our clients, Kentucky Department of Tourism.



Kentucky Department of Tourism
2022 - 2026 Strategic Plan
Initiatives Guidebook

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Executive Team Meeting Agenda: Are We Tracking? (May) 13
Annual Executive Review Meeting: What Have We Accomplished, and What Might We Do Differently? (Aug) 14
Executive Team Meeting Agenda: What Have We Accomplished, and What May We Do Differently? (Aug) 15

Initiative Team Meeting Agenda
(Use this agenda for September, December, February and May)

Team:
Date:
Time: (Insert time here. Suggested meeting length: 1 - 1.5 hours)

Meeting Purpose
1. Initiative update
2. Initiative performance management
3. Preparation for quarterly review

Agenda
I General Strategic Initiative Update
a. Team member check-ins
b. Progress – What's going well (Green)?
c. What's not going as planned? "Yellow / Red Light issues"? Capture below:

Item	Issue	Yellow / Red
1		
2		
3		
4		
5		

II Strategic Initiative Challenges – Response and Requirements
d. Response to "Yellow/Red Light" challenges

Item	Response	Owner	Due
1			
2			
3			
4			
5			

Our team will also provide two one-hour virtual meetings to check in on implementation and determine whether adjustments to the plan need to be made.

Tourism Advisory Board Counsel and Facilitated Retreat

Our understanding is that the new Tourism Advisory Board will be the governing body that will support tourism strategy and execution for the City.

One of the offerings our firm provides is strategic counsel to Boards—helping them to coalesce and focus as a body, set priorities, working agreements and method of operations. To help the TAB put its best foot forward right away, we Included in our fee estimate a facilitated full-day TAB retreat designed to set the stage for early cohesion and focus for the group. We will work with the appropriate individuals to design the agenda and overall experience. We've completed similar work with many tourism Boards and commissions, including San Francisco Tourism Association, Santa Monica Travel & Tourism, Visit Huntington Beach, Los Angeles Tourism and Conference Board, Travel Portland and many different states.

Investment

Based on the proposal outlined above, our requested fee **$74,600.** This amount does not include travel or production related expenses. Production related expenses could include specific printed items for the town hall listening sessions, planning work sessions and the TAB facilitated retreat.

Should the scope of the project change we will not incur additional consulting costs without prior approval. All activities are invoiced monthly and are due net 30.

Timeframe

Based on what we've proposed in this document, we estimate a 90- to 120-day process from start to finish. Our team would be ready to begin work in the August timeframe.

Deliverable Overview

Get Clear	Get Focused	Get Moving
• Stakeholder Survey • Fifteen 1:1 Influencer Interviews • Three Town Hall Listening Sessions • Insight Report	• Four facilitated strategic planning sessions that contemplate a 12- to 18-month planning horizon • Agreed upon Stewardship/Sustainable Tourism principles to help shape decision making	• Final singe-page format strategic plan • Implementation Playbook • Two one-hour plan implementation check-ins • Facilitated full-day retreat and recap document

coraggiogroup

Thank you for considering our firm.

We look forward to helping you
take your next big leap forward.

REQUEST FOR PROPOSALS

RFP No. 2023/24-002

Branding and Marketing Services

PROPOSAL DUE DATE AND TIME:

Tuesday, September 5, 2023, at 4:00 p.m., local Arizona time

SUBMIT PROPOSALS TO:

City of Sedona
Attn: Heidi Weber
102 Roadrunner Drive, Building 106
Sedona, Arizona 86336
Phone: (928) 203-5040
Hours of Operation:
Monday – Thursday
7:30 a.m. to 5:00 p.m., local Arizona time

NOTICE OF REQUEST FOR PROPOSALS

City of Sedona
Procurement Office
102 Roadrunner Drive, Building 106
Sedona, Arizona 86336

RFP No. 2023/24-002
Branding and Marketing Services

Notice is hereby given that the City of Sedona, herein after referred to as (the "City"), will receive up to, but not later than **4:00 p.m., local Arizona time**, on **Tuesday, September 5, 2023** (the "RFP Deadline"), sealed proposals from firms (herein after referred to as "Contractor" or "Firm" or "Proposer") who are interested in submitting proposals for **Branding and Marketing Services** (the "Project").

Request for Proposal ("RFP") documents may be obtained by download from the City of Sedona's website at https://www.sedonaaz.gov/business/doing-business/bids-and-rfps; email to Heidi Weber, Procurement Officer, at HWeber@SedonaAZ.gov; or calling the Procurement Office at (928) 203-5040.

Questions shall be submitted in writing to Lauren Browne, Communications and Public Relations Manager, at LBrowne@SedonaAZ.gov, with a copy to Heidi Weber, Procurement Officer, at HWeber@SedonaAZ.gov, no later than **4:00 p.m., local Arizona time**, on **Thursday, August 24, 2023**.

It is the City's intention to make an award to one (1) or more firms with a one (1) year contract term that will commence on **October 11, 2023,** and terminate on **October 10, 2024**, with the option to extend for three (3) additional one (1) year terms.

Each firm's response shall be made on forms furnished in the RFP and submitted no later than the RFP Deadline. Proposals must be clearly marked as **Branding and Marketing Services, RFP No. 2023/24-002** and be enclosed in a **sealed** package addressed to:

City of Sedona
Procurement Office
102 Roadrunner Drive, Building 106
Sedona, Arizona 86336
Attn: Heidi Weber, Procurement Officer

The Successful Proposer will be selected based on the best value and responsive Proposal provided to the City.
Proposals are firm for a period of ninety (90) calendar days to allow the City adequate time to review proposals and approve a firm.

RFP Issue Date: Thursday, August 10, 2023
RFP Deadline: 4:00 p.m., local Arizona time, on Tuesday, September 5, 2023

Lauren Browne, Communications and Public Relations Manager

City of Sedona
Branding and Marketing Services
RFP No. 2023/24-002

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CITY OF SEDONA

INTRODUCTION TO RFP

RFP No. 2023/24-002
Branding and Marketing Services

1. Purpose of Request for Proposal (RFP)

The purpose of this RFP is to provide interested parties sufficient information to enable them to submit written proposals.

The City of Sedona is soliciting offers from qualified firms for the coordination of a fully completed brand and associated destination marketing campaign(s) for the Sedona Tourism Program and providing ongoing marketing and public relations services as the City builds out its tourism program.

This RFP is not a contractual offer nor a commitment to purchase services. Contents of this RFP and Proposer's Proposals will be used for establishment of final contractual obligations. It is to be understood that this RFP and Proposer's Proposal may be attached or included by reference in an agreement between the City and the Successful Proposer.

2. City of Sedona Background

The City of Sedona, Arizona was established in 1902 and, under Arizona Revised Statutes, was incorporated as a city in 1988. Encompassing an area of approximately 19 square miles, half of which is under the jurisdiction of the United States Forest Service, Sedona is one of Arizona's premier tourism, recreation, resort, retirement, and art centers, all of which contribute to the City's economic base.

As of 2022, the City provides a full range of municipal services, including police protection, wastewater services, construction and maintenance of streets, recreational and cultural events, planning and zoning services, and general administrative services to an estimated 9,614 residents. Additionally, the City offers community facilities, including a swimming pool and six parks, and has begun designing a public transit system.

Water service and refuse collection are private, the library is a non-profit organization, with some contract funding from the City, and fire service is provided by a special district.

Sedona's primary government includes three (3) blended component units: the Sedona Wastewater Municipal Property Corporation and two (2) community facilities districts.

The City has approximately 182 employees, with its administrative offices being located at 102 Roadrunner Drive, Sedona, Arizona 86336, which are open to the public Monday through Thursday from 7:30 a.m. to 5:00 p.m., or by appointment from 7:00 a.m. to 6:00 p.m., local Arizona time.

Sedona is a part of two (2) counties (Coconino and Yavapai) and does not levy property taxes. Currently, the City's major sources of revenue include, but are not limited to, local sales tax revenues, state shared revenues, and wastewater fees.

The City's existing bonds outstanding will be paid off July 1, 2042; however, the City is considering issuance of debt for the new public transit system, as well as a parking garage in the Uptown area.

Sedona is under a voter-approved alternative expenditure limitation that was most recently extended in August 2022. The total fiscal year 2023-24 budget is $85.8 million. As of June 30, 2022, the total net assets of the City are $169.1 million. Net assets of the City's governmental activities are $73.7 million, and net assets of the City's business-type activities are $95.5 million.

More detailed information on the City and its finances, including the prior year audited financial statements, may be found in the Budget and Audit section of the Financial Services Department webpage at: www.sedonaaz.gov/finance.

3. Sedona as a Tourist Destination Background

Sedona has long-since been a destination for visitors with its ideal weather for outdoor activities, incredible scenery, and proximity to Oak Creek. Tourism sectors that prosper in Sedona include wellness, metaphysical, arts, outdoor, lodging, restaurant, and retail. The red rocks and National Forest that completely surround the city provide the anchor for the tourism industry, making tourism the primary economic driver in the area. Sedona's local residents nurture connections between people, encourage healthy and active lifestyles, and support a diverse and prosperous economy, with priority given to the protection of the environment. Because there are between 2 and 4 million people estimated to visit Sedona each year, the community often seems considerably larger than the 10,000 or so residents.

4. RFP-Specific Background

Since late Spring, the City has been busy setting up an in-house tourism program after the Sedona Chamber of Commerce and Tourism Bureau did not renew its longstanding contract for tourism management and marketing services with the City, leading the City to designate itself as the official Destination Management and Marketing Organization for Sedona. Through the build out of this program, the City will support tourism to ensure a healthy economy but also balance business needs with resident quality of life.

During 2021 and 2022, with the rapid increase in visitation to Sedona and the associated impacts, the City Council paused funding for destination marketing and refocused its efforts towards tourism management and mitigation of the negative externalities associated with over-tourism. As visitation to Sedona has slowed and the economy has softened somewhat over the last year, there is an interest in exploring strategies for strategic and targeted destination marketing, recognizing that the first step in doing so is to develop a brand identity for the destination that the community buys into. Responsible destination management, environmental stewardship and sustainability need to be foundations for the development of any brand and marketing strategies.

Additionally, in an effort to solicit a range of community perspectives around the topic of tourism in Sedona, the City is putting together a Tourism Advisory Board. This voluntary body will advise the City Council and City Staff on decisions related to tourism strategic planning, branding, and marketing, visitor management programs, regional tourism efforts and more. The firm selected for the RFP award will be expected to present branding and marketing concepts to the Tourism Advisory Board for feedback, as outlined in the Scope of Work.

5. Proposal Schedule

Activity	Date
RFP Issued	Thursday, August 10, 2023
Questions Due	4:00 p.m. on Thursday, August 24, 2023
Addendum Issuance, as necessary	August 28, 2023
Proposals Due	4:00 p.m. on Tuesday, September 5, 2023
Proposal Evaluation Period	September 7 – 14, 2023
Interviews	September 20, 2023
Estimated City Council Approval	October 10, 2023

6. Checklist of Submittals with Proposal

Provided below for each Proposer's convenience, is a checklist of Submittals with Proposal.

	Section	Description
☐	1	Letter of Introduction
☐	2	Project Manager's Experience
☐	3	Key Personnel
☐	4	Proposer's Qualifications and Experience
☐	5	Project Understanding and Approach
☐	6	Resumes of Key Personnel
☐	7	Other
☐	8	Appendix B-1 – Proposal Form
☐	9	Appendix B-2 – Exceptions to Contract Documents
☐	10	Appendix B-3 – Price Proposal
☐	11	Appendix B-4 - Past Performance Questionnaire

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CITY OF SEDONA

SCOPE OF WORK

RFP No. 2023/24-002
Branding and Marketing Services

The Successful Firm will be responsible for the coordination of a fully completed brand and associated destination marketing campaign(s) for the Sedona Tourism Program and providing ongoing marketing and public relations services as the City builds out its tourism program.

The purpose of this initiative is to develop a brand and campaign to market Sedona to visitors that underscores the City's desire for balance of the needs of the tourism industry with resident quality of life. Once the brand – including a tagline, color palette, typography, style guide and logo – and marketing campaign are established, the City may continue to use this Firm in future marketing efforts. The intention of the marketing campaign is to strategically attract the type of visitors to the area who will share local values, respect the destination, generously support local businesses and come during needed periods. The City will need to educate visitors before they arrive and manage their impacts once they are in market and after they have left.

This work is to include, but not be limited to, project management, research, strategic planning, brand and marketing campaign creative development, and an implementation plan.

Because such a broad range of services is needed in this branding and marketing effort, below, the scope of work itemizes the requirements for every proposal, and second, lists a menu of optional services firms may choose to propose on, but are not required to. In the proposals, please indicate which tasks you can offer the City, and itemize each service with the cost associated. The City reserves the right to pick and choose what services to choose from based on a cost-benefit analysis of the options the Successful Firm can reasonably provide.

Required Services to itemize in the proposal:

All firms must propose, at a minimum, on the following services:

1. **Project Coordination and Management** – Develop all aspects of the City's branding, positioning, and destination marketing initiatives, including but not limited to, the following:
    a. Coordination with City staff regarding schedule, deliverables, and scope of work; and
    b. Facilitating one or more meetings with City staff, the Tourism Advisory Board, City Council and possibly the public to determine existing attitudes, perceptions, strengths, and assets.
2. **Research** – Provide the City with a community and market analysis to determine the tourism program's brand that is representative of both resident and visitor needs, including but not limited to, the following:
    a. Research the basis for development of a brand concept, creative elements, messaging/positioning, and the overall brand initiative;
    b. Create and implement a brand research plan;
    c. Utilize qualitative and quantitative research, City staff, and Tourism Advisory Board engagement to identify the key elements of Sedona;
    d. Analyze competitor branding and marketing strategies; and
    e. Identify measures that can be used to determine if the branding effort is successful.

3. **Branding Strategic Plan** – Develop strategic objectives that will help better inform the City of Sedona on implementation, management, and ongoing promotion of the brand, including but not limited to, the following:
    a. Maintenance and consistency of the brand image and messaging, while providing suitable flexibility for the target audiences; and
    b. Recommendations of ways to articulate the brand; define markets and promotional avenues; and advise on strategies to better promote and create brand awareness.
4. **Brand Creation and Implementation** – Create a brand/story that can be utilized easily and effectively across multiple platforms and mediums. The Firm shall develop creative elements that include slogan/tagline, logo, typeface, voice/tone, market positioning, personality, and other deliverables to support overall brand initiative. A minimum of three (3) distinct options must be delivered; the final option, as selected by the City, shall be delivered with a style manual and guidelines for use in the following:
    a. Print and digital marketing materials
    b. Website
    c. Media placement (television/radio/outdoor/digital)
    d. Public relations
    e. Events
    f. Print collateral (letterhead, business cards, mementos, etc.)
    g. Signage (building, street, welcome, vehicles, etc.)
5. **Branding Goals and Objectives** – The primary goals/objectives to be achieved by the brand development include, but are not limited to, the following:
    a. Consistency – the brand should convey a consistent message and image to the audiences both within and outside the City of Sedona and be a defined message that reflects community values – including the idea of sustainable tourism – and will market Sedona locally, statewide, nationally, and internationally.
    b. Community Identity/Pride – the new brand should identify and promote what makes the City of Sedona distinct and appealing in a competitive market for investors, businesses, retailers, visitors, and residents.
    c. Community and Economic Development – the new brand should promote a healthy economy, and support the City with tourism management and promotion.
    d. Flexibility – the brand must be flexible and adaptable to meet the needs of a variety of departments and municipal functions, as well as groups and businesses within the City.
    e. Endorsement – the brand must be authentic and original and resonate with residents and community members.
6. **Destination Marketing Strategic Plan** – Develop a Destination Marketing Strategic Plan that is a guiding document to the most effective ways to market Sedona that accounts for the need for marketing that is data driven, has measurable outcomes and is focused on sustainable, smart and well-managed visitation.
7. **Destination Marketing Campaign(s)** – Using the brand that's been created, develop one (1) major or two (2) smaller destination management and marketing campaigns, including specific strategies for travel, tourism, and hospitality marketing. This marketing collateral will be created for use potentially in the following:
    a. Print and digital marketing publications
    b. Social media
    c. Print and digital collateral (rack cards, banners, bus stop posters, outdoor kiosks, shuttle bus monitors, etc.)

8. **Presentations** - The firm is expected to test the brand concepts and marketing campaigns through an engagement process with staff and a to-be-formed Tourism Advisory Board, which will be comprised of residents, business stakeholders, and community partners.
    a. Tourism Advisory Board – Up to four (4) presentations to the Tourism Advisory Board.
    b. City Council – Provide a report of the brand and the development process to the City Council upon project completion. The Firm shall be prepared to answer questions and provide clarifications.
9. **Ongoing Services** – An estimate for ongoing/on-call services to support implementation, marketing, and public relations services as the City builds out its tourism program must be part of the Firm's response to this RFP.

Optional Services to itemize in the proposal:

Firms may propose on the following optional services but are not required to.

1. **Destination Marketing Campaign Broadcast Media** – Using the brand and the destination management and marketing campaign(s) that will be created, develop video and/or audio advertising for potential use in the following:
    a. Radio
    b. Podcasts
    c. Television and online streaming
2. **Ad Placement –** With the marketing collateral that is created, deliver ad placement services, taking into account the target audience and demographic.

Project Deliverables, depending on the options itemized in the RFP and then selected by the City:

1. A detailed report, separated into sections, addressing the above Scope of Work items. This will also include an executive summary with findings.
2. Presentations and meetings with City staff, the Tourism Advisory Board, and City Council.
3. Branding and destination marketing strategic plans.
4. A minimum of three (3) distinct brand options, and a style manual and guidelines for the final option, as selected by the City. This will include all original design files.
5. One destination marketing campaign or two smaller campaigns.
6. If applicable, a destination marketing campaign that includes broadcast media.
7. If applicable, a destination marketing campaign that includes ad placement services.

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CITY OF SEDONA

INSTRUCTIONS AND CONDITIONS

RFP No. 2023/24-002
Branding and Marketing Services

1. DEFINITIONS

The City of Sedona herein after referred to as "City" as used in these RFP documents shall be construed as to include the City Council, all employees, officers, and agents of the City. The "Contractor/Firm/Proposer" is named as such in the RFP/contract documents and is referred to in generic terms as if the Contractor/Firm/Proposer were of singular number and masculine or feminine gender.

2. RFP TRANSPARENCY

Beginning on the date this RFP is issued and continuing until either the date a contract is awarded or this RFP is withdrawn by the City, all persons or entities who respond or intend to respond to this RFP, including without limitation their employees, agents, representatives, partners, subcontractors, consultants, joint venturers, members, lobbyists, or attorneys (collectively, "firm"), shall only discuss matters associated with this RFP with the City's Procurement Officer and shall not have any direct or indirect contact about this RFP with any other City staff or official. Firms who violate this policy shall be disqualified from participating in this RFP.

3. PREPARATION OF PROPOSALS; RFP DEADLINE

The City invites proposals on the attached forms to be submitted no later than **4:00 p.m.**, local Arizona time, on **Tuesday, September 5, 2023** (the "RFP Deadline"). All blanks in the RFP Forms must be appropriately filled. All proposals shall be enclosed in a sealed package, plainly marked with the name and address of the proposer and the words **"PROPOSAL RESPONDING TO RFP NO. 2023/24-002, BRANDING AND MARKETING SERVICES. – DO NOT OPEN UNTIL TUESDAY, SEPTEMBER 5, 2023."** It is the sole responsibility of the proposer to ensure that the proposal is received at the location indicated in the Notice of Request for Proposals, no later than the date and time specified. The City's hours of operation are Monday through Thursday, 7:30 a.m. to 5:00 p.m., local Arizona time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the proposer unopened and will not be considered.

Proposals must be submitted in permanent ink or be typewritten. Both unit price and extension (where applicable) for all line items must be shown where required in the Appendix B-3 – Price Proposal form. Signature on proposals must be original and in permanent ink to be considered acceptable. Typewritten signatures will not be accepted and will deem a proposal as non-responsive. Propose on each item separately. Prices should be stated in units specified herein. All costs associated with preparing a proposal will be borne by the proposer and cannot be passed on to the City.

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate, and reliable presentation. For ease of review, it is recommended that proposals follow the outline provided below in "SUBMITTALS WITH PROPOSAL".

E-mailed and faxed proposals will not be accepted, will be deemed non-responsive, and will be returned to the Proposer.

4. SUBMITTAL REQUIREMENTS

One (1) binder, complete with all original copies of the Proposal, and four (4) binders, complete with photocopies of the original Proposal, and one (1) USB flash drive copy containing the complete Proposal in PDF format, will be received by the City at the location indicated in the Notice of Request for Proposals, no later than the RFP Deadline.

It is the responsibility of all Proposers to examine this RFP carefully, understand the terms and conditions for providing the services required in this RFP and seek clarification in writing of any item or requirement that may be unclear. Submission of a proposal indicates acceptance of the Proposer of the terms and conditions contained in this RFP, unless specifically noted in Appendix B-2 – Exceptions to Contract Documents.

Any unauthorized contact with any official or employee of the City in connection with this RFP is prohibited and shall be cause for disqualification of the Proposer.

FAILURE TO COMPLETE AND PROVIDE ANY PROPOSAL REQUIREMENTS MAY RESULT IN THE DISQUALIFICATION OF PROPOSER.

5. PROPOSAL PRICES

In case of discrepancy between the unit and extended price, the unit price will be considered correct. All prices shall be the total price and shall include all costs for delivery F.O.B. Destination. Proposals are to include sales tax, if applicable.

6. PROPOSAL FORMS

Proposals shall be made on the blank forms provided herein. Proposals shall give the prices proposed in words and figures, shall give all other information requested herein, and shall be signed by the proposer or authorized representative.

7. QUESTIONS; INTERPRETATION OF RFP AND SCOPE OF WORK

Any and all explanations desired by a Proposer regarding the meaning or interpretation of this RFP, or any part thereof, must be requested in writing and directed to Lauren Browne, Communications and Public Relations Manager, at LBrowne@SedonaAZ.gov, with a copy to Heidi Weber, Procurement Officer, at HWeber@SedonaAZ.gov, no later than **4:00 p.m.**, local Arizona time, on **Thursday,**

August 24, 2023. Violation(s) may be cause for rejection of the Proposal. Questions received after this deadline may not be answered.

All responses will be made by an addendum to the RFP and will be posted publicly on the City's website. All Proposers are responsible for periodically checking the City's website at https://www.sedonaaz.gov/business/doing-business/bids-and-rfps for addenda and always prior to submitting a proposal.

8. ADDENDA

Addenda issued prior to the RFP Deadline shall be included in the proposal and made part of the Contract. Any addenda issued during the time of proposing shall be posted to the City's website at https://www.sedonaaz.gov/business/doing-business/bids-and-rfps and a copy will be emailed to all known proposers. The Proposer shall be responsible for confirming they are in receipt of all addenda prior to submission of their proposal and shall acknowledge each addendum received on the Appendix B-1 – Proposal Form.

9. DISQUALIFICATION OF PROPOSER

The City may refuse to consider proposals from Proposers believed to have participated in collusion. Proposers may only submit one (1) proposal in response to this RFP. If the City has reason to believe a proposer is interested in more than one (1) proposal for this RFP, the City may reject all proposals for the work in which the proposer is interested. A person, firm, or corporation that submitted a sub-proposal to a proposer, or that has quoted prices on materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers.

10. MODIFICATIONS

Proposers shall not change or make additions to the RFP documents. Any such changes or additions may result in the City's rejection of the proposal as being non-responsive to this invitation to propose. Any exceptions a proposer takes to the Contract Documents shall be noted in Appendix B-2 – Exceptions to Contract Documents. No oral, telephonic, telegraphic, email, or facsimile proposals or modifications will be considered.

11. LATE PROPOSALS

It is the proposer's responsibility to ensure their proposal has sufficient time to be received by the City prior to the RFP Deadline. The City's hours of operation are Monday through Thursday, 7:30 a.m. to 5:00 p.m., local Arizona time. Proposals received after the exact time of closing, which is **4:00 p.m., local Arizona time, on Tuesday, September 5, 2023**, received at the wrong location or unsealed will not be considered.

12. AWARD OF PROPOSAL/CONTRACT

Award of proposal will be made to one (1) or more firms based on best value to the City, and compliance with all the requirements of this RFP. The City reserves the right to award by items, groups of items, or as a whole, whichever is deemed most advantageous to the City.

The Successful Proposer shall be required to enter into a written contract with the City for professional services in a form approved by legal counsel of the City. This RFP and the proposal, or any part thereof, may be incorporated into and made part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the Successful Proposer.

13. TERM

It is the intent of the City to award a one (1) year contract, with the option to extend for three (3) additional one (1) year terms, to one (1) or more firms. The initial term of this Contract shall commence on **October 11, 2023,** and terminate on **October 10, 2024**. Additionally, it is the City's intent for this RFP, any addenda, the firm's proposal, any additional information requested, and changes be incorporated by reference into the contract.

14. PROPOSAL ACCEPTANCE PERIOD

Prices shall be firm for a period of no less than ninety (90) calendar days after the RFP Deadline to allow the City to review the proposals and approve a firm.

15. WITHDRAWAL OF PROPOSAL

Unless otherwise specified, Proposals may be withdrawn by written request to Heidi Weber, Procurement Officer, at 102 Roadrunner Drive, Building 106, Sedona, Arizona 86336, or by email to HWeber@SedonaAZ.gov any time prior to the RFP Deadline. The proposer may thereafter submit a new proposal prior to the RFP Deadline. Proposals may not be withdrawn after the RFP Deadline.

16. USE OF SUBCONTRACTORS

The Proposer's intent to use subcontractors to perform any portion of the work described in this RFP must be clearly stated in the Proposer's proposal. The Proposer's proposal must include a description of what portion(s) of the work will be subcontracted out, and the names and addresses of potential subcontractors.

17. NON-DISCRIMINATION

The Contractor shall comply with Arizona State Executive Order No. 2009-09 and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

18. ABILITY TO MEET OBLIGATIONS

By submitting a proposal, the Proposer affirms there are no actions, suits or proceedings of any kind pending against Proposer or, to the knowledge of the Proposer, threatened against Proposer before or by any court, governmental body or agency, or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Proposer to perform its obligations under this contract, or which question the legality, validity or enforceability hereof or thereof.

19. UNDUE INFLUENCE

By submitting a proposal, the Proposer declares and warrants that no undue influence or pressure is or has been used against or in connection with any officer or employee of the City in connection with award or terms of the Contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from the Proposer, or from any officer, employee, or agent of the Proposer, in connection with award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the Contract entitling the City to any and all remedies by law or in equity.

20. PROTESTS AND APPEALS

The City of Sedona has not adopted and published procurement protest policies and procedures. The procurement policies and procedures of the Arizona State Department of Administration would apply in case of protest. Those regulations are R2-7-A901 through A911 and are available at: https://qa.azsos.gov/public_services/Title_02/2-07.pdf

21. PUBLIC RECORDS LAW

All documents received by the City, as a public agency, in connection with this RFP are subject to the requirements of the Arizona Public Records Statute. Proposer shall identify any information contained in the RFP that the proposer deems to be, and establishes as, confidential, or proprietary and wishes to be withheld from disclosure to others.

The City cannot guarantee confidentiality of any portion of the proposal if a public records request is made. The City will provide the Proposer forty-eight (48) hours' notice prior to release of material identified by Proposer as confidential or proprietary in order for the Proposer to apply for a court order blocking release of the information.

A blanket statement that all contents of the proposal are confidential or proprietary cannot be honored by the City.

22. ERASURES, INCONSISTENT, OR ILLEGIBLE PROPOSALS

Proposals must not contain any erasures, interlineations, or other corrections unless each correction is authenticated by affixing the initials of the person signing the proposal in the margin immediately next to the correction. If the City determines that a proposal is unintelligible, inconsistent, or ambiguous, the City may reject the proposal as being non-responsive.

23. SALES TAX

The Successful Proposer shall be responsible for paying all applicable taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. It is the responsibility of the Successful Proposer to remit any and all applicable transaction privilege taxes. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

24. RESERVED RIGHTS

The City of Sedona reserves the right to:

1. Reject any or all proposals received in response to this RFP,
2. Withdrawal the RFP at any time, at the City's sole discretion,
3. Make an award under the RFP in whole or in part,
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP,
5. Seek clarifications and revisions of proposals,
6. Use proposal information obtained through site visits, management interviews, and the City's investigation of a proposer's qualifications, experience, ability, or financial standing, and any materials or information submitted by the proposer in response to the City's request for clarifying information in the course of evaluation and/or selection under the RFP,
7. Prior to the RFP Deadline, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available,
8. Prior to the RFP Deadline, direct proposers to submit proposal modifications addressing subsequent RFP amendments,
9. Change any of the scheduled dates,
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective proposers,
11. Waive any requirements that are not material,
12. Negotiate with the successful proposer within the scope of the RFP in the best interest of the City,
13. Conduct contract negotiations with the next responsible proposer, should the City be unsuccessful in negotiating with the selected proposer,
14. Utilize any and all ideas submitted in the proposals received,
15. Unless otherwise specified in the RFP, every offer is firm and not revocable for a period of ninety (90) calendar days from the RFP Deadline,
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine a proposer's compliance with the requirements of this RFP.

Additionally, this RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All proposals become the property of the City. Except for the name of the firms, no information contained in the proposal shall be made public until after award and execution of a contract.

25. EXAMINATION OF CONTRACT DOCUMENTS

Proposers shall examine and become familiar with all RFP documents, any addenda thereto, and the sample Professional Services Agreement, collectively referred to as the Contract Documents. The failure of the Proposer to examine and become familiar with all of the Contract Documents shall in no way relieve him from any obligations of this RFP or Contract. No claim(s) will be allowed for additional compensation that is based on a lack of knowledge of any Contract Document.

26. DEFAULT

If the Successful Proposer fails to perform in accordance with the Contract Documents, the City may terminate the agreement, in whole or in part, in accordance with the Contract Documents.

27. INDEMNIFICATION AND INSURANCE

To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the City, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of Contractor, its officers, employees, agents or any tier of subcontractor in connection with Contractor's work or Services in the performance of this Contract. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by Contractor for the City. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

A. General:

1. The Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages and as may be requested by the City, either in the initial RFP, or prior to commencement of particular tasks. Contractor shall submit to the City before any work is performed, certificates from the Contractor's insurance carriers indicating the presence of coverages and limits of liability as follows:

2. Worker's Compensation Insurance:

Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.

Coverage B: Employer's Liability

Bodily Injury by accident	$1,000,000 each accident
Bodily Injury by disease	$1,000,000 policy limit
Bodily Injury by disease	$1,000,000 each employee

3. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS ($2,000,000.00) general aggregate for the project.

4. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) for any one occurrence, with respect to each of the Contractor's owned, hired, or non-owned automobiles assigned to or used in performance of the Services. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."

5. Professional Liability coverage with minimum limits of ONE MILLION DOLLARS ($1,000,000.00) each claim and TWO MILLION DOLLARS ($2,000,000.00) general aggregate. If approved by the City, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.

B. Contractor shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to the City, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant this Contract. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A- VII or higher, unless Contractor obtains prior written approval of the City.

D. A Certificate of Insurance shall be completed by the Contractor's insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be subject to review and approval by the City. The Certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least thirty (30) days prior written notice has been given to the City. The City shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: Procurement Office

E. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which the City may immediately terminate this Contract or, at its discretion, the City may procure or renew

any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to the Contractor from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. The Contractor agrees to execute any and all documents necessary to allow the City access to any and all insurance policies and endorsements pertaining to this particular job.

G. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.

H. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.

I. The City reserves the right to require higher limits of liability coverage if, in the City's opinion, operations or services create higher than normal hazards.

28. SIGNATURES

Signatures on all Contract Documents shall be original and in permanent ink in the name of the proposer and by a person authorized to sign the Contract Documents. Typewritten signatures will not be accepted and will deem a proposal as non-responsive.

29. NON-ASSIGNABILITY

Neither this Contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

30. INSPECTION AND ACCEPTANCE

All work provided under this Contract shall meet or exceed the RFP specifications and shall comply with all Federal, State, and local laws.

31. RFP DOCUMENTS

At the time of issuance, the following documents are included in the Request for Proposals:

1. Cover Page
2. Notice of Request for Proposals
3. Table of Contents
4. Introduction to RFP
5. Scope of Work

6. Instructions and Conditions
7. Submittals with Proposal
8. Evaluation Criteria
9. Appendix A – Sample Professional Services Agreement
10. Appendix B-1 – Proposal Form
11. Appendix B-2 – Exceptions to Contract Documents
12. Appendix B-3 – Price Proposal
13. Appendix B-4 – Past Performance Questionnaire

(Remainder of page intentionally left blank.)

CITY OF SEDONA

SUBMITTALS WITH PROPOSAL

RFP No. 2023/24-002
Branding and Marketing Services

The purpose of the submittals is to demonstrate the Proposer's qualifications, competencies, and their capacity to undertake branding and marketing services in conformity with the requirements of this RFP. The technical proposal should demonstrate the qualifications of the proposer and of the particular staff to be assigned to the project. It should also specify the proposer's project understanding and approach that will meet the RFP requirements.

To assist in the evaluation process, proposals should contain the following information and the submittal shall be fifteen (15) pages maximum, on 8 ½ x 11 inches paper, single sided, with a minimum 12-point font. All pages count towards the page total **except** the cover, introductory letter, resumes, past performance questionnaires, work examples, and organizational chart (if included). The proposal shall be submitted in the format outlined below.

1. **Letter of Introduction.**
   Provide a general overview and brief history of your firm. Describe your firm's areas of expertise and other information that helps to characterize the firm. Provide the name, title, address, telephone number, and email address of the primary contact.

2. **Project Manager's Experience.**
   Identify the Project Manager who will be responsible for this project. List the ***Project Manager's*** relevant experience and similar work including references.

3. **Key Personnel.**
   Provide information regarding the number, proposed roles, qualifications, experience, and training, of the specific staff to be assigned to this project. Indicate how the quality of staff will be assured over the term of the contract.

4. **Proposer's Qualifications and Experience.**
   State the size of the firm, the firm's municipal branding, marketing, and public relations staff, and the location of the office from which the work is to be conducted.

   For the firm's key personnel that will be assigned to the project, list the most significant municipal branding, marketing, and public relations contracts performed in the last five (5) years that are similar to this project. Please provide a maximum of five (5) past projects. Include the name of the municipality, the municipality's contact person, address, phone number, email address, the entity's total annual budget, and population.

   Describe the firm's municipal experience with project coordination and management, research, strategic planning, brand implementation, presentations, meeting goals and objectives, and the provision of ongoing branding, marketing, and public relation services.

Include whether the firm has been released from a contract with a government agency during the last five (5) years and, if so, explain the circumstances. If the Firm has not been released from any contracts, please state so in the proposal.

5. **Project Understanding and Approach.**
   Provide an outline and description of the tasks that must be accomplished to complete the project along with a narrative of how the firm proposes to execute each of the tasks and an approximate time schedule for each task. Highlight any challenges foreseen on this project, how they will be managed or resolved, and which key personnel will be instrumental in managing or resolving those challenges and opportunities.

6. **Resumes of Key Personnel.**
   Include the number of years of experience in municipal government branding and marketing and the number of years with your firm.

7. **Other.**
   Relevant information the Proposer wishes to include that is not listed above.

8. **Appendix B-1 - Proposal Form.**
   Proposers shall review and complete this form, ensuring to state the Proposer's full legal name, acknowledge any and all addenda issued to this RFP and sign in original permanent ink in the spaces provide in this form.

9. **Appendix B-2 - Exceptions to Contract Documents.**
   Proposers shall clearly state and provide the reason for any and all exceptions to this RFP and Sample Professional Services Agreement in the Appendix B-2 – Exceptions to Contract Documents. For each exception stated, Proposer shall provide alternative language for the City's consideration during the City's evaluation of proposals. The City will not consider exceptions submitted after the RFP Deadline or on forms other than those provided in this RFP.

10. **Appendix B-3 - Price Proposal.**
    The Price Proposal shall be submitted in a separate, sealed envelope with your Firm name, proposal title, and "Appendix B-3, Price Proposal," clearly labeled on the outside of the envelope and submitted at the same time the technical proposal is submitted.

    Proposers shall provide a not-to-exceed proposal price for each line item in Appendix B-3, Price Proposal, that includes all labor, materials, and equipment necessary to complete the Scope of Work in accordance with the specifications and provisions contained in this RFP.

11. **Appendix B-4 - Past Performance Questionnaire.**
    The proposer shall provide a minimum of three (3) references for whom similar services were provided during the previous five (5) years. Each Reference shall complete the Appendix B-4 – Past Performance Questionnaire in accordance with the instructions provided in the Form and submit the Form directly to the City prior to the RFP Deadline. It is the sole responsibility of the Proposer to ensure a minimum of three (3) Past Performance Questionnaires are received by the City prior to the RFP Deadline.

CITY OF SEDONA

EVALUATION CRITERIA

RFP No. 2023/24-002
Branding and Marketing Services

The City's Evaluation Team will consist of at least three (3), but no more than five (5) members who will each independently score each proposal based upon the evaluation categories set forth below. The City's evaluation process for this RFP shall consist of the following four (4) phases:

1. The first phase involves determining the Total Technical Weighted Score utilizing the criteria below. Evaluators will score each criterion, with ten (10) being the highest Score a Firm may earn and one (1) being the lowest. Weighted Scores will be determined using the following formula: "Weight" multiplied by "Score" = "Weighted Score." The maximum Total Technical Weighted Score consists of eight (8) available evaluation points. Failing a Mandatory Requirement disqualifies a Proposer from consideration.

	EVALUATION CATEGORY: TOTAL TECHNICAL WEIGHTED SCORE	TYPE		DETERMINATION
1	Mandatory Requirements (materially responsive)	Pass/Fail		
		WEIGHT	SCORE (1-10)	WEIGHTED SCORE
2	Firm's Experience and Qualifications	20%		
3	Key Personnel Experience and Qualifications	20%		
4	Project Understanding and Approach	25%		
5	Available Resources	10%		
6	Exceptions to Contract Documents	5%		
MAXIMUM TECHNICAL SCORE POSSIBLE		**80%**		**8**

2. The second phase involves determining the Total Price Weighted Score for each Proposer utilizing the following formula: ("Lowest Price Proposal" divided by the "Price Proposal Being Evaluated") x "Maximum Price Score Possible" = Points Earned. The maximum Total Price Weighted Score consists of two (2) available evaluation points.

EVALUATION CATEGORY: TOTAL PRICE WEIGHTED SCORE	POINTS
Price	
MAXIMUM PRICE SCORE POSSIBLE	**2**

3. The third phase involves determining the Total Proposal Score for each Proposer by adding each Firm's Total Technical and Total Price Weighted Scores. The maximum Total Proposal Score consists of 10 available evaluation points. Three (3) of the top scoring Proposers will be "short-listed" for invitation to interview.

EVALUATION CATEGORY: TOTAL PROPOSAL SCORE	POINTS EARNED
Total Technical Weighted Score	
Total Price Weighted Score	
MAXIMUM PROPOSAL SCORE POSSIBLE	**10**

4. The fourth phase involves determining the Total Interview Score for each "short-listed" Proposer. The maximum Total Interview Weighted Score consists of ten (10) available evaluation points. The top three (3) highest scoring Firms from the Interviews will be placed on the "Final List" in the order of highest scoring to lowest scoring Firm.

EVALUATION CATEGORY: TOTAL INTERVIEW WEIGHTED SCORE	WEIGHT	SCORE (1-10)	WEIGHTED SCORE
Firm's Overview (History, experience, key personnel, philosophy, etc.) (3-5 minutes)	10%		
Firm's and Key Personnels' Experience with Similar Projects (Branding and marketing services for a municipal government agency.) (5-10 minutes)	20%		
Project Understanding and Approach (Provide an outline and description of the tasks that must be accomplished, time schedule for each task, highlight challenges and opportunities, etc.) (5-7 minutes)	30%		
Project Management, Research, Strategy, Creative Development, and Implementation Plan (Budget and schedule management, leading and facilitation of focus groups, project updates, qualitative and quantitative research, strategic objectives to promote the brand, creative elements for digital and print mediums, action plan for implementation, etc.) (15 minutes)	30%		
Proposal Price (Pricing structure) (5-8 minutes)	10%		
MAXIMUM INTERVIEW SCORE POSSIBLE	**100%**		**10**

<u>Evaluation and Selection of Successful Proposer</u>

The purpose of this RFP is to enable the City of Sedona to select the Firm offering the best value to the City for award of a contract.

1. The Evaluation Team will review and evaluate Technical Proposals received by Proposers in the following manner solely based upon the scoring criteria above.
    a. The Evaluation Team will first evaluate Technical Proposals to determine whether they meet the format and content mandatory requirements and the standards specified in the RFP (materially responsive). The Evaluation Team will not open the contents of the Price Proposal during this part of the evaluation.
    b. Each technical proposal that has passed all Mandatory Requirements set forth above shall be ranked from highest to lowest final technical score based on the average of the scores of the individual evaluators for each proposal ("Total Technical Weighted Score").

2. After all Total Technical Weighted Scores are assigned, the price proposal submitted with each Firm's proposal, using the format attached in Appendix B-3, Price Proposal, of this RFP, shall be opened and scored in accordance with the standards discussed above. The Proposer's Total Price Weighted Score will be added to its Total Technical Weighted Score to obtain a Total Proposal Score for each Firm.
3. Based on the highest Total Proposal Scores, the City's Evaluation Team will select a short list of the three (3) highest scoring firms to participate in interviews. Prior to interviews, the City may develop and distribute a list of scripted interview questions to be asked by the City during interviews.
4. Proposers not on the short list will not be eligible for further consideration for award.
5. Interviews will be worth up to ten (10) points, the Total Interview Weighted Score.
6. Once the evaluation of the Proposals is completed, all responsive proposals from Firms that were interviewed shall be ranked from the highest scoring (e.g., the most evaluation points earned) to the lowest scoring (e.g., the least evaluation points earned) Firm.
7. The award of the RFP will be made by the City's Manager or Council to the responsive Proposer whose proposal earned the highest Total Interview Weighted Score, and is determined, in writing by the City's Manager or Council, to be the best value to the City.
8. Proposals will be opened privately to assure confidentiality and avoid disclosure of the contents to competing Proposers prior to award; however, to the extent that submittals are public records under Arizona law, they may be released to members of the public if specifically requested under the Arizona Public Records Statute.
9. If the selected Proposer refuses or fails to execute the contract, the City's Manager or Council may award the contract to the Proposer with the next highest Total Interview Weighted Score if the City's Manager or Council deems it to be in the best interest of the City.
10. After the City has identified the proposal providing the best value to the City, the City shall have the right to negotiate with the firm over the price and final terms and conditions of the contract. The primary objective of the negotiations is to maximize the City's ability to obtain best value, based on the requirements and evaluation factors set forth in this RFP.

Technical Scoring Considerations

Firm's Experience and Qualifications

- What experience with similar projects of this size and scope does the Firm have?
- What qualifications and relevant experience does the Firm's Project Manager have?
- What is the organization and management structure of the Firm?
- How does the Firm internally manage project costs, schedules, and work quality?
- How are client concerns internally handled/addressed?

Key Personnel (Project Team) Experience and Qualifications

- Identify the organization of the team, key team member roles and responsibilities, time commitment, qualifications/relevant experience.
- What is the level of principal involvement?
- Unique qualifications or experience?
- What is the team's experience with this type of scope of work?
- Has the team partnered on prior projects?

- What local knowledge does the team embody?
- How much experience does the team have in conducting public outreach and working with public committees?
- Is the team makeup appropriate for the project and provide for the anticipated skill sets needed?

Unauthorized replacement of Project Team members will result in disqualification of the proposal or breach of any agreement that arises from this RFP.

Project Understanding and Approach

- Are elements of project approach (outline, task descriptions, task narrative, and schedule) addressed?
- Do additional tasks suggested by the firm tend to improve the quality of the end product?
- How well does the scope assure accomplishment of the project concept?
- Is the Firm's quality control team efficient and effective?
- How well is the project approach explained and justified?
- Have any unique project challenges been identified?
- How well does the team understand the concept/goal of this project?

Available Resources

- How available is the team for the project (consultant should define the team's current workload and assess as a percentage the available and anticipated commitment of team members on this project)?
- What other project commitments exist for the team?
- What resources are available to the Consultant/Team to ensure timely completion of the project?
- How will project elements related to: periodic status reporting; quality control; team personnel and technical resources; time; money (e.g., project and consultant costs); and scope of work be managed?

(Remainder of page intentionally left blank.)

Branding and Marketing Services
RFP No. 2023/24-002

Appendix A

Sample Professional Services Agreement

CITY OF SEDONA

SAMPLE PROFESSIONAL SERVICES AGREEMENT

RFP No. 2023/24-002
Branding and Marketing Services

PROFESSIONAL SERVICES AGREEMENT

FOR

THE CITY OF SEDONA

This Professional Services Agreement ("Agreement") is made and entered into on this ____ day of _____, 20 _____ ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("CITY") and **Click here to enter text** ("CONSULTANT").

RECITALS

A. CITY intends to undertake a project for the benefit of the public and with public funds that is more fully set for in Exhibit A, Scope of Work.

B. CITY desires to retain the professional services of CONSULTANT to perform certain services and produce the specific work as set forth in Exhibit A.

C. CONSULTANT desires to provide CITY with professional services ("Services") consistent with consulting or other professional practices and the standards set forth in this Agreement, in order to complete the project; and

D. CITY and CONSULTANT desire to memorialize their agreement with this document.

AGREEMENT

The parties agree as follows:

1. **SCOPE OF WORK**.
   A. Scope of Work. The CONSULTANT agrees to perform certain professional consulting and coordinating services for CITY, in connection with PROJECT NAME (the "Project") as set forth in **Exhibit A** "Scope of Work" attached hereto and incorporated by this reference. The services include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional manner with due diligence and in a timely manner, including working closely with the CITY and its designated employees. CONSULTANT shall perform the services required by, and as outlined in, Exhibit A to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.

B. Change in Scope of Work. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the Scope of Work and estimate the amount of time to be spent on those tasks. Any work that is different from or in addition to the work specified shall constitute a change in the Scope of Work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

C. Inspection; Acceptance. All work and Services performed by CONSULTANT will be subject to inspection and acceptance by the CITY at reasonable times during CONSULTANT's performance. If requested by the CITY, CONSULTANT will provide the CITY with record drawings at the completion of the project in such form and detail as the CITY may require.

D. Time. Time is of the essence for this Agreement. CONSULTANT shall complete all Services timely, efficiently and in accordance with any schedule set forth in Exhibit A.

E. Corrections. CONSULTANT shall promptly provide, at no additional cost to the CITY, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the work, Services, documents, designs, specification, and/or drawings by CONSULTANT.

F. Key Personnel. CONSULTANT shall utilize the key personnel, if any, listed in Exhibit A or in the proposal to the CITY. CONSULTANT shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without the prior written approval of the CITY. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

2. **COMPENSATION; BILLING**.

A. Compensation. CITY agrees to pay the CONSULTANT as compensation for Services on a time and materials basis in accordance with the Scope of Work and fee schedule set forth in **Exhibit A** not to exceed a total amount of **$Click here to enter text**. Except as otherwise set forth in this Agreement, billing and payment will be in accordance with the conditions set forth in **Exhibit A**.

B. Payment. Unless otherwise agreed to by the CITY in writing, CONSULTANT will submit monthly invoices to the CITY. CITY will process and remit payment within thirty (30) days and payment will be delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the Scope of Work, for the hours billed. Payment may be subject to or conditioned upon CITY'S receipt of unconditional waivers and releases on final payment from all subconsultants. If a dispute over payment arises, and during all claims resolution proceedings, CONSULTANT shall continue to render the Services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the Services or CONSULTANT's performance, nor does payment constitute a waiver of any rights or claims by the CITY.

C. Expenses. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee. No reimbursable expenses or

costs of any kind shall be paid by the CITY unless expressly approved by the CITY in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

D. Taxes. CONSULTANT shall be solely responsible for any and all tax obligations which may result out of the CONSULTANT's performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONSULTANT.

3. **OWNERSHIP OF DOCUMENTS**. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports, data and studies that are prepared in the performance of this Agreement are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONSULTANT. CONSULTANT hereby grants to the CITY an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by CONSULTANT pursuant to this Agreement. Any modifications made by the CITY to any of the CONSULTANT'S documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the CONSULTANT will be at the CITY'S sole risk and without liability to the CONSULTANT.

4. **PROFESSIONAL RESPONSIBILITY**. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. CONSULTANT warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards in the field. The CITY has no obligation to provide CONSULTANT any business registrations, licenses, tools, equipment or material required to perform the Scope of Work.

5. **COMPLIANCE WITH LAW**. It is contemplated that the work and Services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this Agreement. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the Scope of Work. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included.

6. **INDEMNIFICATION**. To the fullest extent permitted by law, CONSULTANT will indemnify, defend and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT'S work or Services in the performance of this Agreement. In consideration of the award of this Agreement, CONSULTANT agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONSULTANT for the CITY. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

7. **INSURANCE**.

A. General:

1. The CONSULTANT agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages and as may be requested by CITY, either in the initial bid, or prior to

commencement of particular tasks. CONSULTANT shall submit to CITY before any work is performed, certificates from the CONSULTANT's insurance carriers indicating the presence of coverages and limits of liability as follows:

2. Worker's Compensation Insurance:
   Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.
   Coverage B: Employer's Liability

Bodily Injury by accident	$1,000,000 each accident
Bodily Injury by disease	$1,000,000 policy limit
Bodily Injury by disease	$1,000,000 each employee

3. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

4. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the Services. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."

5. Professional Liability coverage with minimum limits of ONE MILLION DOLLARS ($1,000,000.00) each claim and TWO MILLION DOLLARS ($2,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. Coverage must have no exclusion for design-build projects.

B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A- VII or higher, unless CONSULTANT obtains prior written approval of CITY.

D. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be subject to review and approval by CITY. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least thirty (30) days prior written notice has been given to CITY. The CITY shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:

   City of Sedona
   102 Roadrunner Drive
   Sedona, AZ 86336
   ATTN: City Clerk

E. Failure on the part of CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may

immediately terminate this Agreement or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.

F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this particular job.

G. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.

H. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.

I. CITY reserves the right to require higher limits of liability coverage if, in the CITY's opinion, operations or services create higher than normal hazards.

8. **NON-ASSIGNABILITY**. Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

9. **TERM; TERMINATION**.

A. Term. This Agreement shall commence on _____ and terminate on Click Here to Enter Date, or at such time as the work in the Scope of Work is completed, whichever occurs first.

B. Termination for Convenience. This Agreement is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONSULTANT of written notice by the CITY. Upon termination for convenience, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this Agreement, CITY shall have any remedy or right of set-off available at law and equity. Upon any termination of this Agreement, no further payments shall be due from the CITY to CONSULTANT unless and until CONSULTANT has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONSULTANT in relation to the Project or this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice. After termination, CONSULTANT may complete other such work as it deems necessary, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.

C. Termination for Cause. CITY may terminate this Agreement for cause if CONSULTANT fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

D. Extension for Procurement Purposes. Upon expiration of the Term of this Agreement, including the initial term and any renewals, at the CITY'S discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the CITY to complete its procurement processes to select a vendor to provide the services/materials similar to those provided under this Agreement. There are

no automatic renewals of this Agreement.

E. Appropriation of Funds. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

10. **VENUE; JURISDICTION; JURY TRIAL WAIVER**. This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

11. **INDEPENDENT CONTRACTOR**. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. The CITY does not have the authority to supervise or control the actual work of CONSULTANT, its employees or subcontractors. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.

12. **NO WAIVER**. Delays in enforcement or the waiver of any one (1) or more defaults or breaches of this Agreement by CITY shall not constitute a waiver of any of the other terms or obligations of this Agreement.

13. **ENTIRE AGREEMENT**. This Agreement, together with the attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision.

14. **NON-DISCRIMINATION**. CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).

15. **COMPLIANCE WITH FEDERAL AND STATE LAWS**.

A. In the performance of this Agreement, CONSULTANT will abide by and conform to any and all federal, state and local laws.

B. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their 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 Agreement and shall subject CONSULTANT to penalties up to and including

termination of this Agreement at the sole discretion of CITY. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any 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, Subsection A.

C. The provisions of this Section must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor, time or effort by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

D. If applicable (CONSULTANT is a natural person), CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).

E. CONSULTANT understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

16. **DISPUTE RESOLUTION**. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.

17. **DELAYS**. CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT'S reasonable control. In case of any such delay, any deadline established as part of the Scope of Work shall be extended accordingly.

18. **REMEDIES UPON BREACH**. If any party to this Agreement materially breaches the terms of the Agreement, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. THE PARTIES HERETO EXPRESSLY COVENANT AND AGREE THAT IN THE EVENT OF LITIGATION ARISING FROM THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY FEES, EITHER PURSUANT TO CONTRACT, PURSUANT TO A.R.S. § 12-341.01 (A) AND (B), OR PURSUANT TO ANY OTHER STATE OR FEDERAL STATUTE, COURT RULE, CASE LAW, OR COMMON LAW.

19. **CONFLICT OF INTEREST**. From the date of this Agreement through the termination of its service to

CITY, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this Agreement and/or adversely impact the quality of the work under this Agreement without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS § 38-511.

20. **NOTICE**. Any notice or communication between CONSULTANT and CITY that may be required, or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first-class United States Mail, addressed as follows:

CITY: City of Sedona

Attn: City Manager or City Department Head

102 Roadrunner Drive

Sedona, AZ 86336

CONSULTANT: _____

_____

_____

21. **EXHIBITS**. The following exhibits, are a part of this Agreement and incorporated by this reference:

Exhibit A Scope of Work

Exhibit B Affidavit of Lawful Presence

In the event of any conflict between the terms of an Exhibit and this Agreement, the terms of the Agreement shall control.

22. **NOTICE TO PROCEED**. Unless otherwise noted by CITY, acceptance of this Agreement is official notice to proceed with the work.

23. **PUBLIC RECORDS**. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, CONSULTANT acknowledges that all documents provided to the CITY may be subject to disclosure by the Arizona public records law under A.R.S. 39-121 and related provisions. In the event CONSULTANT objects to any disclosure, CONSULTANT agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information and CONSULTANT agrees to indemnify the CITY from an claims, actions, lawsuits, damages and losses resulting from CONSULTANT's objection to the disclosure.

24. **NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA.** As applicable, CONSULTANT certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs

in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

CITY OF SEDONA, ARIZONA

_____

City Manager or City Department Head

ATTEST:

_____

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

_____

Kurt W. Christianson, City Attorney

_____

CONSULTANT FIRM NAME

By:_____

Title:_____

I hereby affirm that I am authorized to enter into and sign this Agreement on behalf of CONSULTANT

EXHIBITS

Exhibit A

☐ Scope of Work and Associated Costs.

Exhibit B

☐ Affidavit of Lawful Presence as set forth in ARS 1-502/8 USC §1621.

☐ Affidavit of Lawful Presence not required as this consultant is a corporation (Inc., LLC, LLP).

Branding and Marketing Services
RFP No. 2023/24-002

Appendices B 1-4

Forms

CITY OF SEDONA

Appendix B-1

PROPOSAL FORM

RFP No. 2023/24-002
Branding and Marketing Services

Legal Name of Proposer/Firm: _____

In response to this RFP, the undersigned proposer hereby states its technical qualifications and price to furnish all labor, materials, travel, professional services, permits, supervision, equipment and equipment rental, and its capability to perform all work necessary and required to complete the following project in strict accordance with the terms of this Request for Proposals and the final contract for:

Branding and Marketing Services
RFP No. 2023/24-002

The Proposer certifies that he/she has examined and is fully familiar with all the provisions of the Request for Proposals and any addenda thereto; that he/she is submitting the proposal in strict accordance with the Instructions and Conditions; and that he/she has carefully reviewed the accuracy of all attachments to this request for proposals.

The Proposer certifies that he/she has examined the request for proposals documents thoroughly, including addenda numbers _____, _____, _____, and _____, which are on file at the Procurement Office of the City of Sedona, located at 102 Roadrunner Drive, Suite 106, Sedona, Arizona 86336, has studied and carefully correlated proposer's observations with the request for proposals documents and all other matters which can in any way affect the work.

The Proposer agrees that this proposal constitutes a firm offer to the City which cannot be withdrawn by the proposer for ninety (90) calendar days from the RFP Deadline. If awarded the contract, the proposer agrees to execute and deliver to the City within ten (10) calendar days after receipt of the City's Notice of Intent to Award, the applicable Contract form, certificates of insurance, and bonds (if required).

The Proposer understands that the City reserves the right to reject this proposal and that this proposal shall remain open and may not be withdrawn for a period of ninety (90) calendar days after the RFP Deadline.

The Proposer understands and agrees that if the City issues a Notice of Intent to Award to the Proposer within the time the proposal is required to remain open, the Proposer will execute and deliver to the City a contract in the form attached hereto within ten (10) calendar days after receipt of said notification of award. No work shall be performed until an executed contract and certificates of insurance are received by the City.

If the proposer to whom the Notice of Intent to Award is given fails or refuses to return executed copies of the Contract and required Certificates of Insurance within ten (10) calendar days from the date of receiving the Notice of Intent to Award, the successful proposer shall be deemed to be in default and the City may award the contract to the next proposer providing the best value to the City.

(Signature to follow on next page.)

The undersigned hereby declares that Proposer has read, understands, and will fully and faithfully comply with the Contract Documents. The Proposer certifies that the prices offered were independently developed without consultation with any other Proposer or potential Proposers.

_____ _____

Signature of Authorized Representative Date

_____ _____

Print Name Title

Proposer's Address: _____

_____

_____

Telephone Number: _____

Email Address: _____

CITY OF SEDONA

Appendix B-2

EXCEPTIONS TO CONTRACT DOCUMENTS

RFP No. 2023/24-002
Branding and Marketing Services

Legal Name of Proposer/Firm: _____

List any exceptions to the RFP or Sample Professional Services Agreement below. Provide a summary discussion for proposed exceptions and include any proposed alternative. If there are no exceptions, please state "NONE."

Exceptions:

If additional space is needed, include additional copies of this page.

CITY OF SEDONA

Appendix B-3

PRICE PROPOSAL

RFP No. 2023/24-002
Branding and Marketing Services

Legal Name of Proposer/Firm: _____

The Price Proposal shall be submitted in a separate, sealed envelope with your Firm name, proposal title, and "Appendix B-3, Price Proposal," clearly labeled on the outside of the envelope and submitted at the same time as the technical proposal.

Proposer shall provide a not-to-exceed proposal price for each line item below that includes all labor, materials, and equipment necessary to complete the branding and marketing services in accordance with the specifications and provisions contained in this RFP.

Required Services		
Line Item No.	**Description**	**Price**
1	Project Coordination and Management	$
2	Research	$
3	Branding Strategic Plan	$
4	Brand Creation and Implementation	$
5	Destination Marketing Strategic Plan	$
6	Destination Marketing Campaign(s)	$
7	Presentations	$
8	Ongoing Services	$
	Price Proposal *(Sum of Items 1-8)*	**$**

(Remainder of page intentionally left blank.)

Firms will not earn additional points for proposing on Optional Services. Firms not proposing on Optional Services should state "No Bid" in the Price column below.

Optional Services		
Line Item No.	**Description**	**Price**
1	Destination Marketing Campaign Broadcast Media	$
2	Ad Placement	$
	Price for Optional Services *(Sum of Items 1-2)*	**$**

Signature of Authorized Representative

Title

Print Name

Date

CITY OF SEDONA

Appendix B-4

PAST PERFORMANCE QUESTIONNAIRE

RFP No. 2023/24-002
Branding and Marketing Services

To: Heidi Weber, Procurement Officer

Phone: (928) 203-5040
Email: HWeber@SedonaAZ.gov

Subject: Past Performance Survey of: _____

Name of Firm Submitting a Proposal to the City of Sedona

_____

Name of Key Personnel

The City of Sedona collects past performance information on firms and their key personnel to assist in procuring/awarding projects based on best value. The firm/individual listed above is requesting reference for a past project they have completed for you. It would be greatly appreciated if you would take a few moments to please complete the survey **and return it directly to Heidi Weber, Procurement Officer, City of Sedona**.

Please rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very dissatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please leave it blank.

Client Name: _____ Date Completed: _____

Project Name: _____

No.	Criteria	Unit	Rating
1	Ability to meet customer expectations for quality of work performed	(1-10)	
2	Ability to Manage Costs	(1-10)	
3	Ability to Maintain Project Schedule	(1-10)	
4	Comfort Level in Hiring the Firm/Individual Again	(1-10)	
5	Leadership Ability of Personnel Assigned to the Project	(1-10)	
6	Ability to Effectively Communicate	(1-10)	

_____ _____ _____

Signature of Evaluator Printed Name of Evaluator Date

Thank you for your time and effort in assisting the City of Sedona in this important endeavor. Please email the completed survey no later than 4:00 p.m. on Tuesday, September 5, 2023, to: Heidi Weber, Procurement Officer, at HWeber@SedonaAZ.gov.

CUSTOMER RELATIONSHIP MANAGEMENT AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of the 13th day of June 2023 (the "Effective Date"), by and between Simpleview, LLC with offices at 8950 North Oracle Road, Tucson, Arizona, 85704 ("Simpleview") and the City of Sedona, with offices at 102 Roadrunner Dr., Sedona, AZ 86336 ("Client"), hereinafter collectively referred to as "Parties."

RECITALS

A. WHEREAS, Simpleview offers certain consulting, development and hosting services and Web-based Applications for use on the World Wide Web, including the Customer Relationship Management Application ("CRM");

B. WHEREAS, Client desires that Simpleview implement and support the CRM application and provide certain other services and applications useful in the design, programming, and maintenance of the Application;

C. WHEREAS, Client desires to engage Simpleview, and Simpleview desires to be engaged by Client, to provide Internet services and products on the terms and subject to the conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises set forth herein, Simpleview and Client (collectively, the "Parties") hereby agree as follows:

1. Simpleview Services

Simpleview agrees to provide Client with services for development and hosting of CRM on the World Wide Web as set forth or described in Exhibit A hereto (the "CRM Services") and to provide Client with additional services, if any, set forth or described in Exhibit B hereto (the "Additional Services"), which exhibits may be amended from time to time by mutual agreement of the Parties. Obligations of Simpleview, if any, to provide ongoing maintenance tasks for the CRM shall be set forth and included as part of Additional Services on Exhibit B hereto ("Maintenance") (the CRM Services and the Additional Services are hereinafter referred to collectively as the "Services"). Client agrees that Simpleview is responsible only for providing the Services specifically set forth in Exhibit A and Exhibit B hereto.

2. CRM Development and Hosting

2.1 Delivery of Client Content

"Client Content" shall mean any materials provided by Client for incorporation into CRM, including, but not limited to, any database files, images, photographs, illustrations, graphics, audio clips, video clips or text. Client shall deliver the Client Content to Simpleview in an electronic file format specified and accessible by Simpleview (e.g., .xls, .bak) or as otherwise specified in Exhibit A. Any services required to convert or input Client Content not set forth in Exhibit A as CRM Services shall be charged at US $150 per hour in quarter hour increments. Client shall promptly deliver all Client Content to Simpleview as required by Simpleview.

2.2 Work Orders

If Client wishes to implement upgrades or revisions to CRM that differ materially from the Services in Exhibits A and B, Client shall submit to Simpleview a written change order containing (i) such revisions in detail and (ii) a request for a price quote for such change (collectively, the "Change Order"). Simpleview shall promptly evaluate the Change Order and submit to Client for its written acceptance a proposal for undertaking the applicable tasks and a price quote reflecting all associated fees associated with Client's Change Order. Client shall have ten (10) business days from receipt of such

proposal to accept or reject Simpleview's proposal in writing. If Client accepts Simpleview's proposal to undertake the work necessitated by the Change Order, then the Change Order, as supplemented and/or modified by Simpleview's proposal, shall amend and become a part of Exhibit A and Exhibit C hereto (Fee Schedule). Routine updates and "fixes" shall be performed according to the Fee Schedule in Exhibit C.

2.3 Hosting

Unless otherwise indicated in the Exhibits hereto, CRM shall be accessible to third parties via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week following launch of the CRM, except for scheduled maintenance and required repairs, and except for any loss or interruption due to causes beyond the control of Simpleview. Client's exclusive remedy for any unscheduled downtime exceeding twenty-four hours shall be a prorated credit towards future services. Simpleview shall provide client with a system and the necessary software to allow Client to transmit revisions, updates, deletions, enhancements or modifications (the "Updates") to CRM. Simpleview shall incorporate Updates according to a written schedule agreed upon by the Parties.

3. Service Fees

Client shall pay the fees set forth in the Fee Schedule in Exhibit C hereto. Simpleview expressly reserves the right to change the rates charged hereunder for the Services following the initial term of this agreement and any subsequent Renewal Terms agreed upon. Client shall pay, or promptly reimburse Simpleview for, any out-of-pocket expenses, including, without limitation, travel and travel-related expenses, incurred by Simpleview in connection with the performance of the Services, provided however, that the travel and related expenses shall be approved in advance by an officer of Client's company. Client shall pay to Simpleview all fees within thirty (30) days of the date of the applicable Simpleview invoice. Written approval is required for fees exceeding USD $500.

4. Proprietary Rights

4.1 Proprietary Rights of Client

Client Content, Work Product, Client Data and User Information shall remain the sole and exclusive property of Client subject to section 4.2 of this Agreement. Nothing in this Agreement shall be construed to grant Simpleview any ownership right in the Client Content, Work Product, Client Data or User Information. Subject to section 5.1 of this Agreement, to the extent, if any, that ownership of Client Content, Work Product, Client Data and User Information does not automatically vest in Client by virtue of this Agreement or otherwise, Simpleview hereby transfers and assigns to Client all rights, title and interest which Simpleview may have in and to Client Content, Work Product, Client Data and User Information.

"Client Content" includes, without limitation, all copyrights, domain names, designs, images, text, trademarks, patents, trade secrets, and any other proprietary rights.

"Work Product" means all elements of the CRM and documentation prepared specifically for Client by Simpleview in accordance with the terms of this Agreement including but not limited to HTML files, XML files, graphics files, animation files, data files, scripts and programs, in object code, source code or other programming code.

"Client Data" means all data and information about Client's businesses, customers (current, former or prospective), employees, operations, facilities, products, markets, assets or finances that Simpleview obtains, creates, generates, collects or processes in connection with this Agreement, and all intellectual property rights in that data and information.

"User Information" means all information about users, and Client members and personnel and Internet browsers (whether or not users), that Client provides to Simpleview hereunder, or that Simpleview otherwise collects, compiles,

creates or stores in connection with this Agreement and, including without limitation (i) name, address, email address, password information, account numbers, financial information, demographic data, marketing data, credit data, any other identification data; (ii) any other user data submitted in the course of the access or use of Simpleview Products; and (iii) any information about an identifiable individual that constitutes "personal information" under applicable law. On Client's written request or upon termination of this Agreement for any reason, Simpleview will promptly provide Client or their vendor(s) backups of Client Content, Work Product, Client Data and User Information such that Client and/or their vendor(s) can use the backups to migrate to a different CRM platform.

4.2 Proprietary Rights of Simpleview

Subject to Client's ownership interest in Client Content, Work Product, Client Data and User Information, all materials related to CRM, programming code and materials previously developed by Simpleview, and any trade secrets, know-how, methodologies and processes related to Simpleview's products and services, shall remain the sole and exclusive property of Simpleview or its suppliers, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "Simpleview Materials"). Subject to section 5.2 of this Agreement, to the extent, if any, that ownership of the Simpleview Materials does not automatically vest in Simpleview by virtue of this Agreement or otherwise, Client hereby transfers and assigns to Simpleview all rights, title and interest which Client may have in and to the Simpleview Materials. Client acknowledges and agrees that Simpleview is in the business of designing and hosting Web sites, that they offer a licensed CRM product, and that Simpleview shall have the right to provide to third parties services which are the same or similar to the Services, and to use or otherwise exploit any Simpleview Materials in providing such services.

4.3 Simpleview Notices

Simpleview may use the name of and identify Client as a Simpleview client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.

5. License

5.1 Grant of License - Client

Client hereby grants to Simpleview a non-exclusive, worldwide, royalty free license for the Initial Term and any Renewal Term (as those terms are hereinafter defined) to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Content and Work Product as necessary to render the Services to Client under this Agreement. Simpleview shall not, without first obtaining permission from Client, edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Data and User Information except as necessary to render the Services to Client under this Agreement.

5.2 Grant of License - Simpleview

Simpleview hereby grants to Client a non-exclusive nontransferable worldwide irrevocable royalty free license to make use of Simpleview Materials that are incorporated in the CRM and that are required for the operation of the CRM. Client cannot use the Simpleview Materials for any other purpose, including selling, copying or transferring any portions to third parties, or providing Web site development or hosting services for others. Simpleview hereby reserves for itself all rights in and to the Simpleview Materials not expressly granted to Client in the immediately foregoing sentence.

6. Warranties

6.1 Simpleview Warranties

Simpleview warrants: (i) that Simpleview has the right and authority to enter into and perform its obligations under this Agreement; (ii) that Simpleview shall perform the Services in a professional and workmanlike manner; and (iii) the CRM does not infringe any patent, copyright, trade name, trade mark, trade secret, confidential information, or other rights of any third party.

6.2 Client Warranties

Client warrants that: (a) it has all authorization(s) necessary for hypertext links to third party Web sites; and (b) that the materials provided to Simpleview, including, without limitation, Client Content, descriptive claims, warranties, guarantees, nature of business, are true and accurate; and (c) that the Client Content does not infringe or violate any right of any third party. Client shall provide all necessary Client Content, including database files, reports and other materials for implementation of the Customer Relationship Management application.

7. Indemnification

7.1 Indemnification by Client

Client agrees to indemnify, defend, and hold harmless Simpleview, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Client's representations, warranties, or agreements hereunder; (ii) arises out of the negligence or willful misconduct of Client; or (iii) any of the Client Content to be provided by Client hereunder or other material on the CRM infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

7.2 Indemnification by Simpleview

Simpleview agrees to indemnify, defend, and hold harmless Client, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Simpleview's representations, warranties, or agreements hereunder; or (ii) arises out of the negligence or willful misconduct of Simpleview.

8. Warranty Disclaimer and Limitation of Liability

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6, Simpleview MAKES NO WARRANTIES HEREUNDER, AND Simpleview EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AGAINST INFRINGEMENT.

THE TOTAL LIABILITY OF Simpleview HEREUNDER FOR ANY SERVICES NOT PROPERLY PERFORMED (INCLUDING ANY LIABILITY FOR NEGLIGENCE) SHALL BE LIMITED, AT THE SOLE DISCRETION OF Simpleview, TO (a) PERFORMING THOSE SERVICES CORRECTLY, OR (b) IF SUCH PERFORMANCE IS IMPOSSIBLE, TO THE AMOUNT'S PAID TO Simpleview FOR THE SERVICES THAT WERE IMPROPERLY PERFORMED. IN NO EVENT SHALL Simpleview BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, EVEN IF Simpleview HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE

LIABILITY OF Simpleview TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO Simpleview BY CLIENT UNDER THIS AGREEMENT. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

9. Term and Termination

The Initial Term of the Agreement shall begin on the Effective Date of the Agreement and end on September 30, 2026. This Agreement shall automatically renew for additional periods equal to three (3) years unless either Party gives the other written notice at least 60 days prior to the end of the expiring term. Simpleview shall have the right to change pricing upon each renewal at its discretion, with written notice at least 60 days prior to the end of an expiring term, at up to a plus five percent (+5%) per annum growth rate from the effective date of the expiring term.

In the event Client chooses not to automatically renew but does not terminate service, this Agreement will continue on a month-to-month basis, at a plus ten percent (+10%) per annum growth rate from the effective date of the expiring term, billed monthly for up to six months, at which time services will cease.

Either party may terminate this Agreement if the other party materially breaches any of its representations, warranties or obligations under this Agreement, and such breach is not cured within thirty (30) days of receipt of notice.

10. Confidentiality

Each party agrees that during the course of this Agreement, information that is identified as confidential or proprietary may be disclosed to the other party, including, but not limited to software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, third party information on system, and marketing data ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by individuals of the receiving party without access to the Confidential Information, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement.

Each of the Parties shall use at least those precautions to protect such information and other property that it uses to protect its own information and other property, in no event less than those precautions generally required by industry standards.

Client shall not use any Simpleview Materials to compete with Simpleview or in any way that would diminish Simpleview's rights therein.

11. Limit on Statute of Limitations

Notwithstanding any other provision of this Agreement or of applicable law, neither party shall be permitted to bring a cause of action for breach, or otherwise arising out of this Agreement more than one year after the party seeking to bring the action discovered or should have discovered the facts forming the basis for the cause of action.

12. Miscellaneous

12.1 Entire Agreement

This Agreement and attached Exhibits constitute the entire agreement between Client and Simpleview with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which such amendment, change, waiver, or discharge is sought to be enforced.

12.2 Governing Law

This Agreement shall be construed in accordance with the laws of the State of Arizona.

12.3 Independent Contractors

The Parties agree that Simpleview and its personnel, in performance of this Agreement, are acting as independent contractors and that this Agreement shall not create any agency between the Parties.

12.4 Arbitration

Any claim, controversy, or dispute among the parties to this Agreement will be resolved by binding arbitration, by a mutually acceptable arbitration organization in Tucson, Arizona. The arbitrator will have authority to award any form of damages as well as injunctive relief. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction thereof. The prevailing party shall be awarded all its costs, including but not limited to any filing fees, the fees of the arbitrator, reasonable attorneys' fees, travel expenses, and/or any other costs incurred relating to the dispute.

12.5 Force Majeure

Neither party shall be liable for delays or failure in performance thereunder caused by acts of God, war, strike, riot, labor dispute, work stoppage, fire, judicial or governmental action, or any other cause, whether similar or dissimilar, beyond reasonable control of that party.

12.6 Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

12.7 Severability

If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

12.8 Taxes

All payments due under this Agreement are exclusive of taxes. Client agrees to bear and be responsible for the payment of all such taxes (except for taxes on Simpleview's net income or capital), including, without limitation, all sales, use, rental receipt, personal property, royalty, value added or other taxes which may be levied or assessed in connection with this Agreement.

12.9 Survival

All provisions of this Agreement relating to Client warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, Client indemnification obligations and payment obligations shall survive the termination or expiration of this Agreement.

12.10 Data

Notwithstanding anything to the contrary contained in previous Agreements, Aggregated Data shall be a defined term and Client accepts as acknowledgment that Simpleview collects, logs, and aggregates data derived from Client's

usage as part of the normal operation of the products and services ("Aggregated Data"). Aggregated Data is anonymized and as such is not considered customer data. Simpleview shall own sole rights to use of the Aggregated Data for any business purpose during or after the term of the Agreements, subject to compliance with applicable data protection and privacy law.

12.11 Accessibility

While Simpleview will encourage and support clients in their efforts to meet guidelines, website accessibility implementation completed by Simpleview does not cover accessibility issues introduced by third party scripts or forms, and client generated content. Simpleview provides no warranties or indemnities on website accessibility and recommends review of any implementation with appropriate legal representatives.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their respective duly authorized officers on the date written below.

Authorized Signature
Simpleview, LLC
8950 N. Oracle Road
Tucson, AZ 85704

By:_____ Date:_____

Its: Head of Contracts & Procurement

Authorized Signature
City of Sedona
102 Roadrunner Dr.
Sedona, AZ 86336

By:_____ Date:_____

Its: _____

EXHIBIT A

SIMPLEVIEW SERVICES

SIMPLEVIEW CRM LICENSING (ALL PRICES IN USD)	ANNUAL COST
Simpleview CRM Licensing Fee: $2,400/user/year for up to 6-users (Basic Tier); 7-15 users is $15,000/year (Lite Tier). 3-users.	$7,200
Simpleview CRM Forms API (for integration of website forms – e.g. brochure request forms, newsletter signup, etc. – with Simpleview CRM for website not powered by Simpleview CMS	$1,200
Free support via Dedicated CRM Analyst (support hours may be used at any time during 3 year term following launch)	90 hours of CRM support Included
Hosting with guaranteed 99.9% uptime	Included
Point updates and version upgrades	Included
Total Annual Licensing Cost	**$8,400**

INCLUDED MODULES	
Member/Industry Partner Management Module	Included
Member/Industry Partner Portal/Extranet with Marketplace (one form execution included)	Included
Meeting/Convention Sales Module	Included
Sports Sales Module	Included
Client Services & Referrals Components	Included
Consumer/Visitor Inquiries Module	Included
Group Tour/Travel Trade Module	Included
Co-op Marketing and Advertising Module	Included
FAMs / Site Inspections Module	Included
Event Management Module (Member events, annual meetings, sales missions, tradeshows, etc.)	Included
Inventory Management Module	Included
Inkind & Expense Tracking Components	Included
Media/PR Module	Included
Standard Reports (100+ industry best practice reports)	Included
Report Builder	Included
Form Builder	Included
INCLUDED INTEGRATIONS	
Outlook/Gmail Integration	Included
SendSites Integration (separate SendSites subscription required)	Included
ActOn Marketing Automation Platform Integration (separate ActOn subscription required)	Included
EventsForce Integration (separate EventsForce subscription required)	Included
MINT+ Database Integration (separate MINT+ subscription required)	Included
FuturePace Integration (separate FuturePace subscription required)	Included
INCLUDED SERVICES	**Setup Fees**
Simpleview CRM system setup, initial configuration, up to 3 custom reports, dedicated CRM Project Manager, initial data migration/import (e.g. spreadsheets, etc.) and up to 16-hours of training (conducted virtually)	$3,500
Total One-time Costs	**$3,500**

*As part of this agreement, Client is allotted 90 CRM support hours, which can be used at any time over the initial term, at which point the hours will expire. Any overages during the contract term will be billed at USD $150/hour, or Client can purchase Additional Support Bundles at discounted rates and/or upgrade to the next CRM support level.

EXHIBIT B

ADDITIONAL SERVICES

No additional services as of Effective Date of this Agreement

EXHIBIT C

FEE SCHEDULE

PAYMENT SCHEDULE – in USD	
One-Time Fees Invoiced Upon Effective Date of Agreement and Due in Thirty Days	$3,500
Initial Annual CRM Licensing Fees Invoiced on October 1, 2023, and Due in Thirty Days of Creation	$8,400
Annual CRM Licensing Fees Invoiced on Each Subsequent October 1st for Duration of Agreement. Each Respective Invoice is Due in Thirty Days of Creation.	$8,400/year

Invoice

Please Remit Payment to:
Agility PR Solutions LLC

Mail to address:
55 Challenger Road, Suite 202,
Ridgefield Park, NJ 07660 USA

Credit card – visit Agility self-service portal.

ACH or Wires
Wells Fargo Bank N.A.
420 Montgomery St.
San Francisco, CA 94101
Account # 4139922033
ABA/Routing # 121000248
Swift Code: WFBIUS6S

Customer 12188775

City of Sedona
Kegn Moorcroft
102 Roadrunner Drive
Sedona, Arizona 86336
United States
9282035179

kmoorcroft@sedonaaz.gov

Invoice	**79371**
Invoice amount	**$9,893.00 USD**
Posted Date	**July 10, 2023**
Due Date	**August 9, 2023**
Terms	**Net30**
Outstanding	**$9,893.00 USD**
Status	**Overdue**
PO Number	

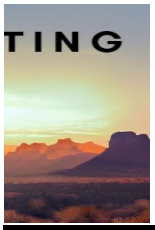
Description	Quantity	Unit price	Amount
Agility PR Solutions			
Agility Monitoring Standard Monitoring Topics: Unlimited, Tagging Topics: 10, Social Mentions (Monthly): 60,000, Alerts: 30, Monitoring: Online, Social Media, and Broadcast TV/Radio July 10, 2023 - July 9, 2024	1	$9,893.00 USD	$9,893.00 USD
Standard User - Monitoring Up to 3 Standard users with subscription access July 10, 2023 - July 9, 2024	1	$0.00 USD	$0.00 USD

Notes
Type of services provided: Information Services For questions regarding UK/CAD invoices please contact: Thu.Hamilton@agilitypr.com Tel: 1.866.545.3745 x1172 For questions regarding US invoices please contact: Prajakta.Kulkarni@agilitypr.com Tel: 1.866.545.3745 x1204

Subtotal	$9,893.00 USD
TAX	$0.00 USD
Invoice amount	$9,893.00 USD
Payments	$0.00 USD
Outstanding	$9,893.00 USD

Invoice Page 2 of 2

Partner	Publisher
City of Sedona	AMERICA Journal
City of Sedona	AMERICA Journal
City of Sedona	Arizona Office of Tourism
City of Sedona	Arizona Office of Tourism
City of Sedona	Arizona Office of Tourism
City of Sedona	Arizona Office of Tourism
City of Sedona	CrowdRiff
City of Sedona	Dean Runyan Associates
City of Sedona	Go Travel Sites
City of Sedona	HypeAuditor
City of Sedona	Madden Media
City of Sedona	Pride Guide
City of Sedona	San Diego Magazine
City of Sedona	Spearfish
City of Sedona	Spearfish
City of Sedona	Spearfish
City of Sedona	Spearfish
City of Sedona	Spearfish
City of Sedona	Spearfish
City of Sedona	
TOTAL	



Product	Run Date
AMERICA Journal FY24	March 1, 2024
AMERICA Journal FY24	June 1, 2024
Trade + Media - German Trade Mission	
Trade + Media - GO WEST SUMMIT	
Trade + Media - ITB BERLIN 2024	
Trade + Media - US TRAVEL ASSOCIATIONâ€™S IPW Los Angeles	
Content Creator - CrowdRiff	September 1, 2023
Economic Impact Research - Dean Runyan	September 1, 2023
Website Design + Maintenance - Go Travel Sites	September 1, 2023
Content Creator Evaluator - HypeAuditor	September 1, 2023
Digital Display - International - Madden	September 1, 2023
Pride Guide	January 1, 2024
San Diego Magazine	May 1, 2024
Digital Display - Spearfish Digital Repeat Visitor Program	January 1, 2024
Digital Display - Spearfish Digital Repeat Visitor Program	February 1, 2024
Digital Display - Spearfish Digital Repeat Visitor Program	March 1, 2024
Digital Display - Spearfish Digital Repeat Visitor Program	April 1, 2024
Digital Display - Spearfish Digital Repeat Visitor Program	May 1, 2024
Digital Display - Spearfish Digital Repeat Visitor Program	June 1, 2024
Custom Product	

Unit		Half Net Partner
ıll Page Advertorial, layout and translation include	$	2,790.00
ıll Page Advertorial, layout and translation include	$	2,790.00
	$	1,250.00
	$	1,500.00
	$	2,000.00
	$	2,500.00
	$	5,040.00
	$	3,250.00
	$	5,000.00
	$	-
Impressions	$	7,500.00
Quarter Page display ad	$	362.50
Full Page display plus Digital Package	$	5,000.00
Impressions	$	1,000.00
Impressions	$	1,000.00
Impressions	$	1,000.00
Impressions	$	1,000.00
Impressions	$	1,000.00
Impressions	$	1,000.00
	$	5,000.00
	$	49,982.50

TOURISM ECONOMICS

AN OXFORD ECONOMICS COMPANY

A proposal prepared for

Sedona-AZ

Data warehousing and market intelligence platform

Proposal submitted by

SYMPHONY | TOURISM ECONOMICS

JUNE 2023

TOURISM ECONOMICS
AN OXFORD ECONOMICS COMPANY

Tourism Economics / Oxford Economics
303 W. Lancaster Ave, Suite 2E
Wayne, PA 19087
Tax ID: 30-0540227

June 14, 2023

Dear Karen,

We are pleased to submit this proposal to customize our best-in-class Symphony platform to meet the unique needs of Sedona-AZ to monitor, analyze, and predict tourism activity in Sedona.

We have now successfully delivered Symphony to nearly 90 of our national, state, and city tourism partners. Any one of our clients would be happy to provide a reference.

Symphony is comprehensive by design, incorporating the widest range of data available, with targeted analysis for destination strategy, marketing, sales, and advocacy. More than just aggregation of data, Symphony integrates internal and external intelligence into a dynamic environment with insightful analysis that highlights relevant implications and allows this information to be “amplified” to selected audiences through various channels.

Symphony is unique in the marketplace with strengths that are well-tailored to meet the needs of Sedona-AZ. We are enthusiastic about this opportunity and prepared to devote ourselves to the success of your destination.

If you have any questions, please don’t hesitate to reach out to us.

Many Thanks,

Zeek Coleman
Vice President, Americas | Tourism Economics
ZColeman@OxfordEconomics.com
(912) 492-8755

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1. OVERVIEW

Tourism Economics is pleased to present this proposal for SYMPHONY: our flagship intelligence platform that helps DMOs harness vast datasets to directly support strategic planning, decision-making, and advocacy. While more data are available to DMOs than ever before, a myriad of sources, update frequencies, and concepts can produce more noise than clarity. SYMPHONY solves this challenge by efficiently processing data, creating harmonized reporting, and automatically delivering decision-ready reports to internal and external stakeholders.

SYMPHONY is both powerful and unique, including:

- Integration of all available internal DMO and third-party datasets
- A predictive analytics module that combines travel intentions, search indicators, hotel and air bookings pace, and Oxford forecasts
- Group sales analysis module based on years of implementation
- Turnkey feeds of geolocation mobile device data with demographics, and cross visitation by point of interest
- Layered analysis of all DMO KPIs
- Direct access to Oxford Economics data and forecasts and integration with other Tourism Economics services, including Global City Travel, International State Travel, and Visitor Economic Impact
- Direct access to selected Tourism Economics partner datasets
- Intensive client support, including a review of current data access and recommendations

By combining internal DMO data, third-party vendor intelligence, Tourism Economics travel subscription data, Oxford Economics economic forecasts, and government datasets, SYMPHONY provides the industry with the most comprehensive integration of market intelligence available—all in one powerful business intelligence platform.

2. WHY SYMPHONY?

Tourism Economics has supported the research and advocacy of DMOs since our founding in 2005. SYMPHONY brings together the many divergent streams of information that are important to DMOs to create a single intelligence center. We named the platform SYMPHONY after more than a year of implementation, realizing it perfectly described its functionality: to reduce noise and make data sing.

Symphony is unique in the marketplace with strengths that are well-tailored to meet the needs of Sedona-AZ:

1. We include our proprietary data for employment, the economy (GDP, consumer spending, income), international visitation and spending (totals by origin and destination) with forecasts widely considered to be the industry standard
2. Data partnerships with MMGY, USTA, TravelClick, Longwoods International, and OAG allow these datasets to be immediately integrated into your research program at no additional cost
3. We integrate an extensive suite of data from publicly available sources such as BLS (jobs), Census (seasonal second homes and industry data), TSA (airport passengers), and National Parks Service (visits for all parks)
4. Dynamic analysis of STR and short-term lodging data is unique in its ability to drill into segments, submarkets, and competitive sets
5. We automatically include Tourism Economics analysis of the Arizona visitor economy, including monthly tourism spending figures
6. Sales analysis includes a suite of business intelligence reports that connect directly with SimpleView or IDSS CRMs
7. Visitor insights that allow for daily analysis of origin, demographics, destination, and cross-visitation based on mobile device data
8. Community and policy-maker engagement is strengthened through automated “amplification” of intelligence to any stakeholder group through a defined “push” schedule with email notifications and website embeds
9. Platform is “white labeled” with destination-specific branding and logo
10. Mobile and desktop applications with 24/7 access and downloadable reports in MS Excel, CSV, PDF, image, and MS PowerPoint formats.
11. Support from 30+ analysts, each with many years of industry experience
12. An unrivalled track record of delivering as promised

SYMPHONY is uniquely composed for each partner, with custom integration and reporting across intelligence streams. The result is a continuously updated intelligence hub that delivers eight distinct benefits:

Reduce the noise. Make your data perform.

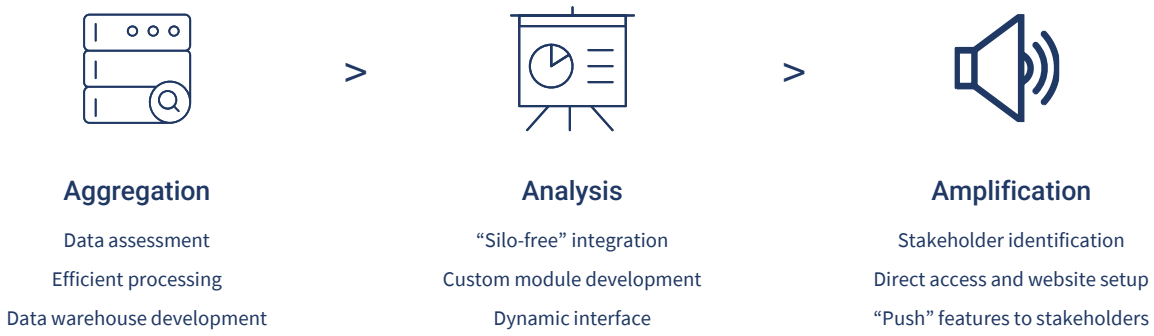
- Best-In-Class Reporting
- Measure Sales & Marketing Effectiveness
- Quick Access to Actionable Insights
- Track Performance Against Goals
- Refine What Data You Buy
- Inform Board and External Stakeholders
- Increased Efficiency
- Inform Marketing, Sales, and Advocacy Strategy

Symphony has been used extensively as an input into destination strategic planning. As a single resource of historic performance across various visitor segments, Symphony informs destination analysis of strengths, weaknesses, opportunities, and threats by tracking performance on a daily basis by community with details on pricing, performance, and visitor profile. In addition, our forecasts are regularly an input into scenario planning which is foundational to many strategic plans. Sales and marketing performance is also tracked against visitor activity and key industry segment performance to gauge the effectiveness of DMO activities. We have worked with various strategic planning groups to directly tie Symphony into destination plans.

Just as importantly, Symphony is consistently used as an advocacy tool to inform public policy decisions regarding the visitor economy.

3. OUR PROCESS

Delivery of SYMPHONY is guided by three phases of work:



The process begins with a comprehensive review and compilation of all data currently available for integration within the SYMPHONY data management, analysis, and reporting platform.

1. This will first include all **DMO-owned data**, including: KPIs, operational statistics, sales and CRM data, marketing tracking and performance, and owned media statistics.
2. Second, we review all third-party **vendor data** currently purchased by the DMO. Our team has worked with hundreds of DMOs, and we will look for both redundancies and opportunities to improve access to the most critical data. We seek two goals in the process: save you money and gather better insights. This step in the process will deliver recommendations that we will review together. This will include a review of geolocation data options based on direct access through Tourism Economics. Our visitor intelligence module is based on mobile geolocation data includes 50 points of interest with origin, demographic, and cross visitation analysis across Sedona.
3. Third, we will incorporate **Tourism Economics and Oxford Economics** (our parent company) datasets into the platform. This includes international travel data for states and cities and detailed economic data and forecasts. In addition, we include demographic data for market sizing, including household counts by income tier for visitor source markets (i.e., country, State, MSA, City, Zip-code).
4. Fourth, we integrate **curated third-party data**, including Bureau of Labor Statistics, Bureau of Economic Analysis, National Park Service, Transportation Security Administration, and Conference Board data on travel activity, employment and income by industry, and traveler sentiment. Additional Tourism Economics partner data are also available on a selected basis, including MMGY, Longwoods International, Arrivalist, TravelClick, and others.

Once we have finalized the inputs to SYMPHONY (we call it the DMO data "playlist"), the Tourism Economics team will build a centralized database with automated update functions as datasets are refreshed. This feeds a sophisticated Tableau-based business intelligence platform for analysis and reporting.

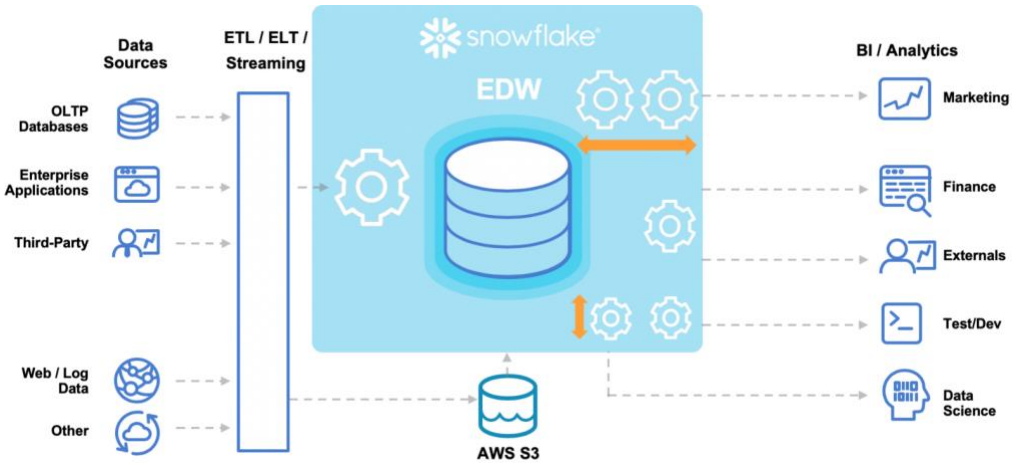
A series of reports and dashboards allow for deep dives into any area of information but also integrate results within common categories, called "modules" within SYMPHONY. Within each of these modules, the data are combined with comparative analysis to present a more comprehensive perspective.

Each module can have multiple reports depending on the breadth of information included. Access to these individual reports and modules can vary depending on the sensitivity of the information. Permission to individual reports can be granted to specific audiences, including industry partners, board of directors, executive staff, marketing, sales, or the entire DMO team. This allows the broad intelligence within Symphony to be amplified to specific stakeholder groups for policy guidance, destination strategy, and day-to-day sales and marketing decisions.

Data Structure and Analytics Solutions

Our data processing, aggregation, and storage technologies utilize best-in-class solutions.

Data Warehouse Databases (Snowflake): Snowflake is Tourism Economics' solution for data warehousing, data lakes, data engineering, data science, data application development, and allows us to securely share and consume data.



- **DW_DEV:** this database is used for development and testing. Changes to data structures or processing jobs are first tested in this environment before being promoted to production. Data files from new sources are often tested in this database to ensure they are in the expected format. This database contains only a subset of the data found in the production database.
- **DW_PROD:** this is the production database intended for use by all users and applications. It is updated daily with new data from various sources and contains the full data history.

- **Shared Databases:** databases that are hosted and shared by third party data sources are accessed directly in the Snowflake environment.

Both the DEV and PROD databases are backed up (cloned) nightly on a rolling retention schedule. Production backups are kept for 10 days with unlimited storage capacity.

Extract, Transformation and Load (ETL) Processing (Matillion ETL): Matillion is a low code, cloud-based platform used to orchestrate the date movement from sources to the data warehouse. It provides a consistent framework to schedule ETL jobs, log results, and report issues.

For data that originates in files, Matillion is configured to access the appropriate s3 bucket. For vendor data, the ETL processing imports data from any new files into a staging area to be processed. When loaded successfully, Matillion archives the original staged data in Snowflake and moves the s3 files into an archive folder within the s3 file system.

Matillion also supports APIs, including built-in components to call the Google Analytics API among a multitude of others. API support enables the use of scheduled jobs to pull data at any time over secured credentials.

Data Analytics & Visualization Software (Tableau): Tableau is a visual analytics platform transforming the way we use data to solve problems and empowering people and organizations to make the most of their data. As the market-leading choice for modern business intelligence, the Tableau analytics platform makes it easier for people to explore and manage data, and faster to discover and share insights with both internal and external partners and stakeholders.

4. KEY DATA INPUTS

Data will be aggregated from four major categories:

1) Internal DMO KPIs and market tracking
2) DMO current vendor data
3) Proprietary Tourism Economics and Oxford Economics data and forecasts
4) Symphony partner and other third-party data

The project team will aggregate and integrate these myriad datasets into a single data warehouse. Custom SYMPHONY intelligence reports will then be developed to analyze all data with monthly updates and client calls. The client will be granted 20 individual logins to SYMPHONY to view the business intelligence reports with the option to add more. Modules to be included will depend on data currently purchased by the client and the outcome of the data playlist recommendations. Tourism Economics, Oxford Economics, and government data will be included at no charge. (Data provided by TE/Oxford is listed in Section 9.) While module categories and coverage are adapted to each client, the below table illustrates the range of options, including key metrics and typical audience. This is adaptable based on client needs.

Input highlights

Flexibility to integrate all available datasets, both internal KPIs and other vendor data. All modules are fully customizable, which is included in the development. We currently have more than 100 templates which can be adapted as desired. Additional modules (e.g., talent management or accounting) can be added as required and can be delivered within the annual agreement based on included consulting hours.

Automated ingestion through existing scripts, APIs, and database management code.

Mobile device data will be integrated from our mobile location partner, allowing for detailed daily analysis of visitor patterns. This will track visits to Sedona on the following criteria:

- Origin markets
- Destination (tourism region and points of interest)
- Length of stay
- Day vs. Overnight
- Repeat visitor ratio
- Cross-visitation (across POIs)

In-Market Behavior by all visitors tracking visitation to 50 points of interest (POIs) across Sedona and cross-visitation to other neighborhoods, and other POIs.

Event analysis using the dynamic mapping feature of POIs with dates, allows for the evaluation of any event to determine the profile of visitors (5 reports included with “enhanced” and 10 reports included with “advanced” tiers).

Sales Intelligence monitors group and event sales performance and enable the organization to get the most out of the data in their CRM system. In addition to ongoing tracking of sales, more in-debt analysis can be conducted through interactive and dynamic business intelligence looking at leads, bookings, need periods, and the conversation rate

by third-party lead generators. The module also maps daily STR data with sales data to generate a compression report.

Workforce Analysis will provide access to exclusive wage and occupational analysis of your community's workforce including demographics, jobs openings and quit rates, and position analysis. Monitor average and total income by industry subsector along with employment and average wages by major occupational groups (e.g., management positions, maintenance, sales etc.). The "workforce module" also includes a three-year annual forecast of the Leisure and Hospitality sector jobs.

International Visits and Spending will be provided by world regions, with details on visits, nights, and spending with 5-year forecasts. This is a unique offering based on the Tourism Economics Global City Travel (GCT) datasets. No other provider has the total volume of international travel by origin calculated for the US market. This will enable Sedona-AZ to monitor the recovery of international visitation to the state and the nearest gateway city.

Lodging analysis includes the integration of hotel data from STR, short-term rental data, and municipality data on bed taxes. This module compiles history of performance with the ability to dynamically analysis segments, destinations, competitors, and key performance metrics (occupancy, demand, supply, ADR, and RevPAR).

Air Travel measures visitor arrivals by air and comparisons to 2019 with custom comp-set as decided by destination. Monitor activity levels at all individual US airports.

Traveler Sentiment data from a collection of national travel sentiment providers from both consumer and business travelers from TE partners and public sources.

Web Analytics module tracks website performance with daily, weekly, and monthly updates of website sessions, sessions by device, session duration, pageviews, and bounce rate by acquisition channel, device, origin market, landing page, and referrer site.

Social Media metrics by audience, impressions, engagements, engagement rate by week, day-of-week, gender, and age. Different views also look at impact on impressions from paid marketing. All data is piped in from the destination's social media publishing platform.

Forecasts and predictive analytics are based on Tourism Economics forecasting models, Oxford Economics economic forecasts, and third-party sentiment surveys (Longwoods, GBTA, YouGov, Destination Analysts) and pace data (Simpleview, OAG, Journera, and TravelClick).

Amplification of results is a key feature of Symphony. Sedona-AZ will have the option of embedding select results into its own website and specific modules or slices of data can be "pushed" out to specific stakeholder groups on an automated basis.

5. TIMING & TERMS

5.1 TIMING

SYMPHONY implementation will begin upon contract signing with an approximately six-week delivery timeline including data review, recommendations, and platform implementation. The following timeline is a typical delivery schedule, subject to change based on timing of data availability.

Sprints	Kick-Off	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
Kick-Off Call							
Data Collection							
Data Audit							
Check-in Call							
Dashboard Development							
Launch Call							

Following Launch Call:

- Status Calls to be scheduled
- Further customizations, enhancements, and new developments. The Symphony platform is always evolving with new data and analysis. For example, we will deliver a comprehensive set of sales intelligence reports within the six-week implementation timeline, but additional custom reports can be delivered based on client a request. These customizations are typically delivered at no additional cost.

5.2 COSTS AND TERMS OF AGREEMENT

Access to the SYMPHONY platform will be billed annually for the duration of the agreement (12-months). Implementation fee will be billed at project inception.

The development and update program includes twenty-four (24) consulting hours per year that can be utilized for monthly calls, presentations, planning meetings, ad hoc analysis, or on-site presence. Additional support will be available at a blended rate of $250/hr and must be pre-approved by customer.

All raw data remains the property of the source organization and third-party licensing agreements remain in place within SYMPHONY. Formulas, code, and calculations remain the property of Tourism Economics.

Any data requiring purchase will be the responsibility of the client, who will grant Tourism Economics access to all necessary programs and datasets for the duration of the agreement.

SYMPHONY Reports	Advanced
Executive Summary	✓
Lodging Performance	✓
Web Analytics	✓
Economic indicators and outlook	✓
Air Travel	✓
Workforce Analysis	✓
Social Media Performance	✓
Visitor Behavior (mobile geolocation with POIs)	✓
Traveler Sentiment	✓
Predictive Analytics	✓
Recovery Indicators	✓
Visitor Intelligence	✓
Cruise Intelligence	✓
CRM (group sales, partnerships, memberships)	✓

SYMPHONY	Year 1 Cost
SYMPHONY Advanced	$36,000
Mobile location via Near (main study geography + 50 POIs)	Included
Executive Summaries with Commentary	Included
Visitor Card Spending via TransUnion	$20,000
Short Term Rental Data via Key Data	$12,000
Hotel Pace Report via Amadeus	$12,000
One-time implementation cost*	~~$20,000~~ $10,000
Total Cost + One Time Cost	**$90,000**

***Symphony pricing is part of the Destinations International's Symphony partnership for DMOs**

Optional add-ons:
___ Economic Impact Study via Tourism Economics (~~$30K~~ $20K)
___ Lodging Forecast via Tourism Economics (~~$20K~~ $16K)

6. DATA INCLUDED

Extensive Tourism and Oxford Economics data are included along with third-party partnership data. This list is constantly being expanded for our Symphony partners and is enumerated below.

- Latest economic and demographic performance data by County, MSA, and State
  - GDP
  - Unemployment rate
  - Household income
  - Monthly employment data by state, city, or MSA for key travel-related industries and overall economy (BLS)
  - Disposable income
  - Population and age breakout
- International State Travel data on visits, nights, and spending by country of origin for each state with 10-year forecasts.
- Air Travel: air visitor arrivals by city (arrivals indexed to 2019 to show recovery, tickets purchased with your nearest airport as the final destination (by month), and ticket purchases vs. comp-set, state, and US)
- Transportation Security Administration (TSA): screenings for every airport in the country by region, state, and individual airports
- National Park Service (NPS): visitor numbers for every site in the country under the management and care of the National Park Service. View data for individual sites or aggregated by regions.
- Monthly international arrivals by state from top origin markets
- Quarterly MMGY Portrait of the American Traveler survey results
- DK Shifflet quarterly US travel trends
- Conference Board monthly vacation intentions
- Economic and demographic forecasts
  - U.S. Consumer spending by sector (Oxford Economics annual forecast)
  - GDP by state (Oxford Economics quarterly forecast)
  - Employment forecast by leisure & hospitality sector and total nonfarm (Oxford Economics quarterly forecast by state and US)
  - National travel forecast (Tourism Economics / USTA)
  - National lodging forecast (Tourism Economics / STR)
  - State and county economic impact data (Tourism Economics / USTA)
- Access to US Travel Recovery Tracker within your platform (USTA members only)
  - Global Business Travel Association business travel sentiment
  - Destination Analysts leisure travel sentiment
  - Longwoods International leisure travel sentiment
  - Simpleview and Tempest DMO website activity
  - Simpleview and TravelClick group room demand pace
  - Monthly travel spending by state (Tourism Economics / USTA)
  - Monthly industry tracking (hotel room demand, short term rentals, air passengers, auto trips)

    - Simpleview group bookings and pace
    - TravelClick hotel booking pace
- Visitor Intelligence
    - Visitor intelligence for Sedona
    - Individual Points of Interest
    - Visitation stats for Sedona (destination, neighborhoods, and individual POIs)
    - Cross visitation between POIs
    - Monthly granularity
    - Day vs. Overnight Arrivals
    - Top-origin markets by state, MSA, and City
    - Length of Stay

AGREEMENT

TERMS AND CONDITIONS FOR RESEARCH SERVICES

1. NO OTHER TERMS

1.1 The Conditions apply to the supply of the Research Services to the Customer (Sedona-AZ) and supersede any terms and conditions provided or referred to by the Customer, including any of the Customer's standard terms provided with any purchase order, invoice or other documentation.

2. DEFINITIONS

2.1 In this Agreement the following expressions have the meaning set opposite:

Background: information, techniques, know-how, software and materials (regardless of the form or medium in which they are stored) that are used by Tourism Economics (and whether owned or provided by Tourism Economics or a third party) in creating the Deliverables;

Intellectual Property: patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognized from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;

Know-how: unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain.

3. RESEARCH SERVICES

3.1 The Customer engages Tourism Economics to provide the Research Services to the Customer as from the Commencement Date on the terms of this Agreement as described in the above agreement.

3.2 This Agreement relates to the supply of the Research Services. The supply of any other services, including any variations to the Research Services, will be subject to a separate agreement to be negotiated between Tourism Economics and the Customer.

4. CHARGES

4.1 The Customer will pay the Charges and will reimburse Tourism Economics on demand for all travel, subsistence or other expenses incurred by Tourism Economics' employees or consultants in connection with the provision of the Research Services and the supply of the Deliverables including, without limitation, those expenses incurred in complying with the Customer's requests. These Charges are detailed in Section 5 of the above agreement. Any additional charges will be agreed upon in advance between the Customer and Tourism Economics in writing.

4.2 The Charges will be payable in accordance with the Schedule and where no timetable for payment is specified, Tourism Economics may invoice the Customer monthly in arrears for any Charges and expenses and the Customer will pay each of Tourism Economics' invoices within 30 days after the date of the invoice.

4.3 The Charges and all other sums payable under this Agreement are exclusive of value added tax, sales tax or similar taxes which the Customer will pay at the rate and in the manner from time to time prescribed by law.

5. WARRANTIES

5.1 Tourism Economics will provide the Research Services with reasonable skill and care.

5.1 Because of the uncertainty of future events and circumstances and because the contents are based on data and information provided by third parties upon which Tourism Economics has relied in good faith in producing the Deliverables, Tourism Economics does not warrant that its forecasts, projections, advice, recommendations or the contents of any report, presentation or other document will be accurate or achievable and Tourism Economics will not be liable for the contents of any of the foregoing or for the reliance by the Customer on any of the foregoing.

5.3 If the Customer makes or has anyone else make any modification to any of the Deliverables, Tourism Economics will have no further liability or responsibility in respect of that Deliverable, will be released from any obligation to provide any service in respect of that Deliverable, and will be entitled to raise additional charges in return for any services which Tourism Economics does so provide.

6. PROPRIETARY RIGHTS IN THE DELIVERABLES AND CONFIDENTIALITY

6.1 Subject to Clauses 6.2 and 6.3, the Intellectual Property in the Deliverables shall be vested in the Customer.

6.2 This Agreement will not affect the ownership of any Intellectual Property in any Background. The Intellectual Property in such Background will remain the property of Tourism Economics (or its licensors) and the Customer will keep the Background confidential.

6.3 The Customer agrees that it will include in the Deliverables an acknowledgement in a form reasonably satisfactory to Tourism Economics that the Deliverables have been prepared by Tourism Economics.

6.4 Tourism Economics agrees to keep confidential and not to use except for the purpose of performing the Research Services, any confidential information which it may receive from or on behalf of the Customer or any confidential information of the Customer which may come into its possession in the course of performing the Research Services.

7. DURATION AND TERMINATION

7.1 Despite anything else contained in this Agreement, each party may terminate this Agreement immediately on giving notice in writing to the other party if:

7.1.1. the other party commits any breach of any term of this Agreement and in the case of a breach which is not persistent and which is capable of being remedied, has failed, within 30 days after Tourism Economics has requested the Customer in writing, to remedy the breach; or

7.1.2. the other party has a receiver, administrative receiver or an administrator appointed over it or over any part of its undertaking or assets, or it passes a resolution for winding-up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if it becomes subject to an administration order, or if it enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun in any jurisdiction, or if it ceases or threatens to cease to carry on business.

7.2 Any termination or expiry of this Agreement (however it happens) will not affect any accrued rights or liabilities of either party, nor will it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly, or by implication, intended to come into or to continue in force on or after termination.

7.3 Clauses 5, 6, 9 and 10.2 will survive the termination of this Agreement or the completion of the Consultancy Services and continue indefinitely.

8. DELAYS

8.1 Despite anything else contained in this Agreement, Tourism Economics will not be liable for any delay in performing or failure to perform its obligations caused by circumstances beyond its control (including, without limitation, any act or omission on the Customer's part or on the part of any third party, and any defect, error, fault or deficiency in any software not provided by Tourism Economics or in any equipment), and Tourism Economics will be granted a reasonable extension of time for the performance of its obligations, the reasonableness of that extension to be assessed not only in the context of the project in hand but also in the context of Tourism Economics' other commitments.

8.2 Tourism Economics will endeavor to comply with any timetable or dates which Tourism Economics has given to the Customer for the performance of the Consultancy Services and the supply of the Deliverables, but these are estimates only, and Tourism Economics will not be liable for any delay or failure to supply or perform in accordance with that timetable or those dates.

9. LIABILITY

9.1 Nothing in this Agreement limits or excludes Tourism Economics' liability for the death or injury of any person caused by Tourism Economics' negligence, or for any fraud.

9.2 Subject to Clause 9.1, TE shall indemnify, defend and hold harmless Customer from and against any and all third party claims, damages, losses, expenses or liabilities, including, but not limited to, reasonable legal fees, in each case payable to unaffiliated third parties, arising out of or resulting from the following: (a) TE's breach of its obligations set forth in this Agreement; (b) the willful misconduct of TE, its officers, agents, and employees; and (c) claims regarding or relating to TE's services under this Agreement.

9.3 Subject to Clause 9.1, "Tourism Economics' liability to the Customer (whether in contract or tort, including but not limited to negligence, or arising in any other way, and whether or not of a kind foreseeable by Tourism Economics) will be limited to damages which will not exceed, in aggregate, a sum equal to three (3) times the Charges payable to Tourism Economics by the Customer under this Agreement."

9.4 The Customer acknowledges that the above exclusions and limitations on Tourism Economics' liability have been drawn to the Customer's attention and that Tourism Economics is willing to undertake greater liability provided Tourism Economics is able to obtain insurance to cover fully its potential liabilities to the Customer and the Customer pays for that insurance.

9.5 Under any relevant privacy legislation, eg GDPR, this acknowledges that Tourism Economics has permission to store user data such as phone numbers, email addresses, as necessary to provide good and timely services. Tourism Economics confirms that this data will not be shared with any third party without permission of the client.

10. TOURISM ECONOMICS STAFF

10.1 Although Tourism Economics will endeavor to maintain the continuity of its personnel involved in providing the Research Services to the Customer, Tourism Economics reserves the right to determine which of its employees and consultants performs those services.

10.2 During the period when Tourism Economics is providing the Research Services, or for six months afterwards, the Customer will not: (i) solicit, or endeavor to entice away from, or discourage from being employed or engaged by Tourism Economics, anyone who is or has been involved in the provision of the Research Services or the Deliverables under this Agreement; or (2) employ, engage or endeavor to employ or engage anyone who is employed or engaged by Tourism Economics and is or has been involved in providing the Research Services or the Deliverables under this Agreement.

11. GENERAL

11.1 *Notices*. Any notice to be given under this Agreement must be in writing and sent by pre-paid first-class post or international courier to the address of the relevant party set out on the front sheet of this Agreement. A notice sent in accordance with this clause will be deemed to take effect on the second day after the day of posting.

11.2 *Headings*. The headings in this Agreement are for ease of reference only and do not affect the interpretation of this Agreement.

11.3 *Assignment etc*. No party may assign or otherwise transfer this Agreement or any of its rights or obligations under it, whether in whole or in part.

11.4 *Illegal/unenforceable provisions*. If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.

11.5 *Waiver of rights*. If a party fails to enforce or delays in enforcing an obligation of any other party, or fails to exercise or delays in exercising a right under this Agreement, the failure or delay will not affect their right to enforce that obligation or constitute a waiver of that right. Any waiver by a party of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

11.6 *No agency etc*. Nothing in this Agreement is intended to create, imply or evidence any partnership or joint venture between the parties or the relationship between any of them of principal and agent. No party has any authority to make any representation or commitment or incur any liability on behalf of any of the others.

11.7 *Entire agreement*. This Agreement constitutes the entire agreement between the parties relating to its subject-matter. Each party acknowledges that it has not entered into this Agreement on the basis of or relied on any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each party waives any claim for breach of, or any right to rescind this Agreement in respect of, any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which any party may have to any other (or any right which any party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

11.8 *Variations*. No variation of this Agreement will be effective unless it is made in writing and signed by each party or its authorized representative.

11.9 *Third parties*. No person who is not a party to this Agreement has any right to prevent the variation or cancellation of any provision of this Agreement or its or termination, and no person who is not a party to this Agreement may enforce any benefit conferred upon them by this Agreement, unless this Agreement expressly provides otherwise.

11.10 *Governing law, etc*. This Agreement will be governed by and construed in accordance with US law. The Yavapai County, Arizona courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Agreement, except that any party may bring proceedings for an injunction in any jurisdiction.

Approved

Karen Osburn	
Authorized Signature for Client	Authorized Signature for TE
Karen Osburn, City Manager, City of Sedona	Adam Sacks, President, Tourism Economics
Printed Name and Title	Printed Name and Title
June 20, 2023	June 14, 2023
Date	Date

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Houston

Asia Pacific

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Sydney
Hong Kong
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Email:
mailbox@oxfordeconomics.com

Website:
www.oxfordeconomics.com

Standard Terms and Conditions

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by and between **STR, LLC**., a Delaware limited liability company with its principal offices at 735 East Main Street, Hendersonville, TN 37075 ("STR"), **Tourism Economics**, **LLC**, a Market Research and Advisory Company with its principal offices at 303 W. Lancaster Ave., Wayne, PA 19087 ("Party A"), and **(City of Sedona)**, a Destination Marketing Organization/CVB with its principal offices located at **(102 Roadrunner Dr, Sedona, AZ 86336)**("Party B and collectively with Party A the "Licensees") agree as follows:

1. LICENSE

1.1 Definitions.

(a) "Agreement": these Standard Terms and Conditions, and any attachments thereto.

(b) "Licensed Materials" **Weekly and monthly trend reports for 86336 and 86351 zip codes as well as all historical data.**

1.2 License to Party A. Subject to the terms and conditions of this Agreement, and except as may be expressly permitted or limited elsewhere in this Agreement, STR hereby grants to Party A. a non-exclusive, world-wide, non-transferable, indivisible, non-sub licensable perpetual license to utilize the Licensed Materials for the following purpose: **Inputting data into Tourism Economics' Symphony Product**. Party A may not utilize the Licensed Materials in any other manner and may not disclose the Licensed Materials or any part thereof to any other party other than Party B.

1.3 License to Party B: Subject to the terms and conditions of this Agreement, and except as may be expressly permitted or limited elsewhere in this Agreement, STR hereby grants to Party B a non-exclusive, non-transferable, indivisible, non-sub licensable perpetual license to use, copy, modify, manipulate and extract data from the Licensed Materials for its own internal business purposes only.

1.4 No Service Bureau Use. Except as may be expressly permitted or limited elsewhere in this Agreement, Licensees are prohibited from using the Licensed Materials in any way in connection with any service bureau or similar services. "Service bureau" means the processing of input data that is supplied by one or more third parties and the generation of output data (in the form of reports, charts, graphs or other pictorial representations, or the like) that is sold or licensed to any third parties.

1.5 No Distribution to Other Parties. Except as may be expressly permitted or limited in this Agreement, Licensees shall not distribute, republish or otherwise make the Licensed Materials or any part thereof (including any excerpts of the data and any manipulations of the data) available in any form whatsoever to any other party, other than each Licensee's respective accountants, attorneys, marketing professionals or other professional advisors who are bound by a duty of confidentiality not to disclose such information.

1.6 Reservation of Rights. Licensees have no rights in connection with the Licensed Materials other than those rights expressly enumerated in the Agreement. All rights to the Licensed Materials not expressly enumerated herein are reserved to STR.

1.7 Security and Confidentiality. Except as may be expressly permitted or limited in elsewhere in this Agreement, Licensees agree that the Licensed Materials contain confidential information and that it will distribute Licensed Materials only to those officers, directors, employees, agents, affiliates or subsidiaries who have a need to know such information or who have a right to access such information under applicable law. Licensees shall use commercially reasonable efforts to protect against unauthorized access to and to maintain the confidentiality of Licensed Materials. This provision shall survive the termination of this Agreement for so long as the Licensed Materials remain a trade secret of STR.

2. DISCLAIMERS AND LIMITATIONS OF LIABILITY

2.1 Disclaimer of Warranties. THE LICENSED MATERIALS ARE PROVIDED TO THE LICENSEES ON AN "AS IS" AND "AS AVAILABLE" BASIS. STR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, THE SERVICES PROVIDED OR THE RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, STR DOES NOT WARRANT THAT THE LICENSED MATERIALS, THE SERVICES PROVIDED OR THE USE THEREOF ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. STR MAKES NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE.

2.2 Disclaimers. EXCEPT FOR LIABILITY ARISING FROM CLAIMS OF INFRINGMENT OR WILLFUL MISCONDUCT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF STR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, STR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM RELATING IN ANY WAY TO ANY DECISION MADE OR ACTION TAKEN BY LICENSEES IN RELIANCE UPON THE LICENSED MATERIALS.

2.3 Limitation of Liability. EXCEPT FOR LIABILITY ARISING FROM CLAIMS OF INFRINGMENT OR WILLFUL MISCONDUCT ON THE PART OF STR, TO THE EXTENT

PERMITTED BY APPLICABLE LAW STR'S TOTAL LIABILITY TO LICENSEES FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, SHALL BE LIMITED TO ALL FEES PAID TO STR BY THE LICENSEES DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH CAUSE OF ACTION FIRST AROSE.

3. MISCELLANEOUS

3.1 Term. This Agreement will continue in perpetuity; provided, however, that any party may

terminate this Agreement at any time with thirty (30) days written notice to the other parties.

3.2 Obligations upon Termination. Within thirty (30) days of the termination of this Agreement, Licensees shall cease all use of the Licensed Materials and shall return or destroy, at STR's option, all copies of the Licensed Materials and all other information relating thereto in Licensees' possession or control as of the such date. This provision shall survive indefinitely

the termination of this Agreement for any reason.

3.3 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the substantive laws of the State of Tennessee, without regard to its or any other jurisdiction's laws governing conflicts of law.

3.4 Assignment. Licensees are prohibited from assigning this Agreement or delegating any of their respective duties or obligations under this Agreement without the prior written consent of STR.

3.5 Independent Relationship. The relationship between STR and each of the Licensees is that of an independent contractor. Nothing in this Agreement shall be deemed to create an employer/employee, principal/agent, partnership or joint venture relationship.

3.6 Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given i) when delivered in person, at the time of such delivery; ii) when delivered by facsimile transmission or e-mail, at the time of transmission ; iii) when delivered by a courier service or by express mail, at the time of receipt; or iv) five (5) business days after being deposited in the mail, postage prepaid, registered or certified mail, addressed (in any such case) to the addresses listed on the first page of this Agreement or to such other address as either party may notify the other in writing.

3.7 Waiver. No waiver of any breach of this Agreement will be deemed to constitute a waiver of any subsequent breach of the same or any other provision.

3.8 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, superseding in all respects any and all prior proposals, negotiations, understandings and other agreements, oral or written, between the parties.

3.9 Amendment. This Agreement may be amended only by the written agreement of all parties.

3.10 Recovery of Litigation Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

3.11 Notice of Unauthorized Access. Either or both Licensees shall notify STR immediately upon either Licensee' becoming aware of any facts indicating that an unauthorized third party may have obtained or may be about to obtain access to the Licensed Materials, and shall fully cooperate with STR in its efforts to mitigate the damages caused by any such breach or potential breach.

3.12 Remedies. In addition to any other rights or remedies that a party may have under applicable law for material breach of this Agreement, in the event of any material breach of this Agreement by any party, and following notice to the breaching party by the non-breaching party, the non-breaching party's obligations under this contract shall terminate.

3.13 Indemnification. Licensees shall each indemnify, defend and hold STR harmless against any claims, actions, losses, liabilities, damages and expenses (including reasonable attorneys' fees and court costs) brought against STR by any third party to the extent caused by either Licensee's unauthorized disclosure of, misuse of or misrepresentation of the Licensed Materials. STR shall indemnify, defend and hold harmless either Licensee from any claims, actions, losses, liabilities, damages and expenses (including reasonable attorney fees and court cost) brought against either Licensee by any third party to the extent caused by STR's or the Licensed Material's infringement of such third party's intellectual property rights.

< Signatures to follow below>

I have read and agree to the Standard Terms and Conditions.

On behalf of Party A: **(Tourism Economics)**

9/12/2023

Signature Date

On behalf of Party B: **(City of Sedona)**

Karen Osburn 09-12-2023

Signature Date

On behalf of **STR, LLC:**

9/12/2023

Signature Date

PROFESSIONAL SERVICES AGREEMENT
FOR
THE CITY OF SEDONA

This Professional Services Agreement ("Agreement") is made and entered into on this 17th day of July, 2023 ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("CITY") and Kimley Horn ("CONSULTANT").
and Associates, Inc.

RECITALS

A. CITY intends to undertake a project for the benefit of the public and with public funds that is more fully set for in Exhibit A, Scope of Work.

B. CITY desires to retain the professional services of CONSULTANT to perform certain services and produce the specific work as set forth in Exhibit A.

C. CONSULTANT desires to provide CITY with professional services ("Services") consistent with consulting or other professional practices and the standards set forth in this Agreement, in order to complete the project; and

D. CITY and CONSULTANT desire to memorialize their agreement with this document.

AGREEMENT

The parties agree as follows:

1. **SCOPE OF WORK.**
   A. Scope of Work. The CONSULTANT agrees to perform certain professional consulting and coordinating services for CITY, in connection with a Tourism Travel Patterns Analysis study (the "Project") as set forth in **Exhibit A** "Scope of Work" attached hereto and incorporated by this reference. The services include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional manner with due diligence and in a timely manner, including working closely with the CITY and its designated employees. CONSULTANT shall perform the services required by, and as outlined in, Exhibit A to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.

   B. Change in Scope of Work. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the Scope of Work and estimate the amount of time to be spent on those tasks. Any work that is different from or in addition to the work specified shall constitute a change in the Scope of Work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the

terms and scope of this Agreement.

C. Inspection; Acceptance. All work and Services performed by CONSULTANT will be subject to inspection and acceptance by the CITY at reasonable times during CONSULTANT's performance. If requested by the CITY, CONSULTANT will provide the CITY with record drawings at the completion of the project in such form and detail as the CITY may require.

D. Time. Time is of the essence for this Agreement. CONSULTANT shall complete all Services timely, efficiently and in accordance with any schedule set forth in Exhibit A.

E. Corrections. CONSULTANT shall promptly provide, at no additional cost to the CITY, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the work, Services, documents, designs, specification, and/or drawings by CONSULTANT.

F. Key Personnel. CONSULTANT shall utilize the key personnel, if any, listed in Exhibit A or in the proposal to the CITY. CONSULTANT shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without the prior written approval of the CITY. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

2. **COMPENSATION; BILLING.**

A. Compensation. CITY agrees to pay the CONSULTANT as compensation for Services on a time and materials basis in accordance with the Scope of Work and fee schedule set forth in **Exhibit A** not to exceed a total amount of **$**87,832. Except as otherwise set forth in this Agreement, billing and payment will be in accordance with the conditions set forth in **Exhibit A**.

B. Payment. Unless otherwise agreed to by the CITY in writing, CONSULTANT will submit monthly invoices to the CITY. CITY will process and remit payment within thirty (30) days and payment will be delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the Scope of Work, for the hours billed. Payment may be subject to or conditioned upon CITY'S receipt of unconditional waivers and releases on final payment from all subconsultants. If a dispute over payment arises, and during all claims resolution proceedings, CONSULTANT shall continue to render the Services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the Services or CONSULTANT's performance, nor does payment constitute a waiver of any rights or claims by the CITY.

C. Expenses. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee. No reimbursable expenses or costs of any kind shall be paid by the CITY unless expressly approved by the CITY in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

D. Taxes. CONSULTANT shall be solely responsible for any and all tax obligations which may result out of the CONSULTANT's performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONSULTANT.

3. **OWNERSHIP OF DOCUMENTS**. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports, data and studies that are prepared in the performance of this Agreement are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONSULTANT. CONSULTANT hereby grants to the CITY an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by CONSULTANT pursuant to this Agreement. Any modifications made by the CITY to any of the CONSULTANT'S documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the CONSULTANT will be at the CITY'S sole risk and without liability to the CONSULTANT.

4. **PROFESSIONAL RESPONSIBILITY**. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. CONSULTANT warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards in the field. The CITY has no obligation to provide CONSULTANT any business registrations, licenses, tools, equipment or material required to perform the Scope of Work.

5. **COMPLIANCE WITH LAW**. It is contemplated that the work and Services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this Agreement. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the Scope of Work. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included.

6. **INDEMNIFICATION**. To the fullest extent permitted by law, CONSULTANT will indemnify, defend and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT'S work or Services in the performance of this Agreement. In consideration of the award of this Agreement, CONSULTANT agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONSULTANT for the CITY. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

7. **INSURANCE**.

A. General:

1. The CONSULTANT agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages and as may be requested by CITY, either in the initial bid, or prior to commencement of particular tasks. CONSULTANT shall submit to CITY before any work is performed, certificates from the CONSULTANT's insurance carriers indicating the presence of coverages and limits of liability as follows:

2. Worker's Compensation Insurance:

   Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.

   Coverage B: Employer's Liability

Bodily Injury by accident	$1,000,000 each accident
Bodily Injury by disease	$1,000,000 policy limit
Bodily Injury by disease	$1,000,000 each employee

3. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

4. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the Services. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."

5. Professional Liability coverage with minimum limits of ONE MILLION DOLLARS ($1,000,000.00) each claim and TWO MILLION DOLLARS ($2,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. Coverage must have no exclusion for design-build projects.

B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A- VII or higher, unless CONSULTANT obtains prior written approval of CITY.

D. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be subject to review and approval by CITY. The

Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least thirty (30) days prior written notice has been given to CITY. The CITY shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk

E. Failure on the part of CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this Agreement or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.

F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this particular job.

G. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.

H. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.

I. CITY reserves the right to require higher limits of liability coverage if, in the CITY's opinion, operations or services create higher than normal hazards.

8. **NON-ASSIGNABILITY**. Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

9. **TERM; TERMINATION**.

A. Term. This Agreement shall terminate on 07/17/2024, or at such time as the work in the Scope of Work is completed, whichever occurs first.

B. Termination for Convenience. This Agreement is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONSULTANT of written notice by the CITY. Upon termination for convenience, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms

of this Agreement, CITY shall have any remedy or right of set-off available at law and equity. Upon any termination of this Agreement, no further payments shall be due from the CITY to CONSULTANT unless and until CONSULTANT has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONSULTANT in relation to the Project or this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice. After termination, CONSULTANT may complete other such work as it deems necessary, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.

C. Termination for Cause. CITY may terminate this Agreement for cause if CONSULTANT fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

D. Extension for Procurement Purposes. Upon expiration of the Term of this Agreement, including the initial term and any renewals, at the CITY'S discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the CITY to complete its procurement processes to select a vendor to provide the services/materials similar to those provided under this Agreement. There are no automatic renewals of this Agreement.

E. Appropriation of Funds. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

10. **VENUE; JURISDICTION; JURY TRIAL WAIVER**. This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

11. **INDEPENDENT CONTRACTOR**. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. The CITY does not have the authority to supervise or control the actual work of CONSULTANT, its employees or subcontractors. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.

12. **NO WAIVER**. Delays in enforcement or the waiver of any one (1) or more defaults or breaches of this Agreement by CITY shall not constitute a waiver of any of the other terms or obligations of this Agreement.

13. **ENTIRE AGREEMENT**. This Agreement, together with the attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision.

14. **NON-DISCRIMINATION**. CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).

15. **COMPLIANCE WITH FEDERAL AND STATE LAWS.**

    A. In the performance of this Agreement, CONSULTANT will abide by and conform to any and all federal, state and local laws.

    B. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their 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 Agreement and shall subject CONSULTANT to penalties up to and including termination of this Agreement at the sole discretion of CITY. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any 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, Subsection A.

    C. The provisions of this Section must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor, time or effort by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real

property.

D. If applicable (CONSULTANT is a natural person), CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).

E. CONSULTANT understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

16. **DISPUTE RESOLUTION**. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.

17. **DELAYS**. CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT'S reasonable control. In case of any such delay, any deadline established as part of the Scope of Work shall be extended accordingly.

18. **REMEDIES UPON BREACH**. If any party to this Agreement materially breaches the terms of the Agreement, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. THE PARTIES HERETO EXPRESSLY COVENANT AND AGREE THAT IN THE EVENT OF LITIGATION ARISING FROM THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY FEES, EITHER PURSUANT TO CONTRACT, PURSUANT TO A.R.S. § 12-341.01 (A) AND (B), OR PURSUANT TO ANY OTHER STATE OR FEDERAL STATUTE, COURT RULE, CASE LAW, OR COMMON LAW.

19. **CONFLICT OF INTEREST**. From the date of this Agreement through the termination of its service to CITY, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this Agreement and/or adversely impact the quality of the work under this Agreement without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS § 38-511.

20. **NOTICE**. Any notice or communication between CONSULTANT and CITY that may be required, or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first-class United States Mail, addressed as follows:

CITY:	City of Sedona Attn: Karen Osburn, City Manager 102 Roadrunner Drive Sedona, AZ 86336
CONSULTANT:	Kimley Horn and Associates, Inc. Attn: Brent Crowther, Senior Associate 101 West Goodwin Street, Suite 303 Prescott, AZ 86303

21. **EXHIBITS**. The following exhibits, are a part of this Agreement and incorporated by this reference:
Exhibit A Scope of Work
Exhibit B Affidavit of Lawful Presence
In the event of any conflict between the terms of an Exhibit and this Agreement, the terms of the Agreement shall control.

22. **NOTICE TO PROCEED**. Unless otherwise noted by CITY, acceptance of this Agreement is official notice to proceed with the work.

23. **PUBLIC RECORDS**. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, CONSULTANT acknowledges that all documents provided to the CITY may be subject to disclosure by the Arizona public records law under A.R.S. 39-121 and related provisions. In the event CONSULTANT objects to any disclosure, CONSULTANT agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information and CONSULTANT agrees to indemnify the CITY from an claims, actions, lawsuits, damages and losses resulting from CONSULTANT's objection to the disclosure.

24. **NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA.** As applicable, CONSULTANT certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

CITY OF SEDONA, ARIZONA

Karen Osburn

Karen Osburn, City Manager

Kimley-Horn and Associates, Inc.

CONSULTANT FIRM NAME

By: Brent C Crowther

Title: Vice President

I hereby affirm that I am authorized to enter into and sign this Agreement on behalf of CONSULTANT

ATTEST:

Marcy Gamm, Deputy City Clerk, for

JoAnne Cook, City Clerk

KHAMT 31

APPROVED AS TO LEGAL FORM:

Kurt W. Christianson, City Attorney

EXHIBITS

Exhibit A

☐ Scope of Work and Associated Costs.

Exhibit B

☐ Affidavit of Lawful Presence as set forth in ARS 1-502/8 USC §1621.

☐ Affidavit of Lawful Presence not required as this consultant is a corporation (Inc., LLC, LLP).

Kimley»Horn

July 5, 2023

J. Andy Dickey, PE
Assistant City Manager/Director of Public Works
City of Sedona, Arizona
Public Works Department
102 Roadrunner Drive
Sedona, AZ 86336

adickey@sedonaaz.gov
928-203-5039 (Direct)

Re: **Tourism Travel Patterns Analysis**

Dear Mr. Dickey,

Kimley-Horn and Associates, Inc. (Kimley-Horn) is presenting this proposal to conduct a Tourism Travel Patterns Analysis study. Our understanding is as follows.

Project Understanding

The City of Sedona is seeking to understand travel patterns associated with tourism and short-term visitors, as well as residents and workers, and how these patterns may be changing over time or across seasons. Specifically, the City is seeking to understand:

- Number of visitors per year and season (i.e., fall vs. spring)
- Length of visitor stays (day trip versus overnight versus multiple nights), and if this varies by time of year
- Demographics of visitors by length of stay, and if this varies by length of stay/time of year
- Home locations of visitors, and if this varies by length of stay / time of year
- Number of commuter workers and residents in City by time of year (i.e., fall vs. spring)
- Home locations of workers, and work locations of residents
- Estimated number of person trips being made by mode (e.g., auto, walk, bike) and how these relative levels of activity vary across the year.

The City is seeking to utilize state-of-the-practice "big data" sources capturing anonymized mobile devices, connected vehicles, or other methods to support this analysis. City staff have requested a scope of work from the City's traffic and engineering consultant (Kimley-Horn) to contract with multiple data vendors and lead this analysis. The City specifically is seeking to document a methodology to track these metrics over time and have a process in place to revisit these metrics in the future. Based on our understanding of the City's objectives, Kimley-horn proposes the following approach.

Scope Overview and Limitations

The following scope of work is provided based on conversations with City staff and two specific data vendors – StreetLight Data and Replica – on capabilities within each platform. Some of the analyses

requested by the City require a "custom project" purchase from StreetLight Data and will be subject to the limitations of the platform.

Specifically, StreetLight Data updated its underlying methodology in May 2022 to utilized Connected Vehicle Data (CVD), whereas previously its methodology utilized Location-Based Services (LBS) data. This update was due to the diminishing sample size of LBS data in recent months based on various privacy-related court rulings and updates to mobile device operating systems (e.g., iOS, Android). CVD data does not allow for a device to be "tracked" once a vehicle trip is complete, whereas LBS data allows for continuously tracking an anonymized device across days or months. Given this update, some metrics to be obtained using StreetLight Data will only be available for months prior to May 2022, and Kimley-Horn specifically recommends pulling metrics for the years of 2019 and 2021. These include metrics related to length of stay and home locations of visitors/workers and work locations of residents.

Table 1 under Task 2 summarizes the metrics proposed to be obtained for this analysis, the proposed source platform for those metrics, and whether the methodology for estimating that metric will be repeatable in the future. The following pages detail Kimley-Horn's proposed scope of work.

Scope of Work Tasks

Task 1: Review and Synthesis of Previous Planning Work

Kimley-Horn will review and synthesize previous planning work done that can support this analysis, including: available data from the City or Chamber of Commerce on visitors, hotel room rentals/occupancy, short-term rentals (number and location, etc.), wastewater flow data, park-and-ride lot utilization, transit ridership, bicycle/pedestrian counts, etc.

This data will be incorporated into the following task.

Estimated Fee: $6,140

Task 2: Travel Patterns Analysis

Kimley-Horn will conduct a detailed analysis of travel patterns associated with tourism for the City using two mobility analytics platforms: (1) StreetLight Data and (2) Replica. Kimley-Horn will coordinate directly with each vendor, including coordination with StreetLight Data to support a "custom project" analysis. The proposed metrics to be analyzed, along with their proposed underlying data sources, methodology, and whether or not the methodology for that metric can be directly repeated in the future are shown in **Table 1.**

Estimated Fee: $22,480

Table 1. Proposed Metrics, Data Sources, and Methodology

Metric	Source	Notes	Repeatable in Future?
Total Visitors per Year / Season / Month	Replica	• Replica Trends: can get estimates of total trips by week starting in City of Sedona and/or each of the census tracts in the Sedona area, which will then be aggregated to seasonal/yearly level. • Replica Places: can get a *seasonal* estimate of the breakdown of trips ending in Sedona by home location (i.e., home location = City of Sedona) to estimate percentage of trips *not* made by residents or the percentage of trips from various other jurisdictions; will also examine a breakdown of trip purpose (e.g., commute, recreation). • Replica seasons include Fall 2019, Spring 2021, Fall 2021, Spring 2022; separate estimates are provided for weekday vs. weekend. • Will also compare vs. visitor stay information from StreetLight (below), which will be provided in terms of number of vehicles	Yes (Replica)
Length of Visitor Stays (Day Trip vs. Overnight vs. Multiple Nights) **Demographics of Visitors by Length of Stay** **Home Locations of Visitors by Length of Stay**	StreetLight (Custom)	• Using StreetLight Custom Project; 2019 vs. 2021 • Run for 4 seasons in 2019 and 2021 separately, as well as 2019/2021 entire year averages; specific date ranges TBD with City • Filter to "not workers and not residents" • Will examine breakdown by race, income level, education (desired metrics to be determined by City staff). • Will examine breakdown of home locations of visitors by county, metro area, and/or state (desired metrics to be determined by City staff). Data will be obtained at census block group level.	Unlikely - using LBS data (pre-April 2022)

Metric	Source	Notes	Repeatable in Future?
Number of Commuter Workers and Residents in City by Time of Year	StreetLight / Replica	• Using StreetLight Home/Work Metrics w/ LBS data (pre-April 2022); not a custom project (typical project subscription) • Compare vs. trip breakdowns provided by Replica Places (breakdowns by home location and trip purpose) • Compare against data from previous Transportation Master Plan	Yes (Replica)
Home Locations of Workers			
Home Locations of Visitors			
Work Locations of Residents			
Number of Person Trips by Mode	StreetLight / Replica	• StreetLight: Zone Activity for vehicle, bike, and pedestrian mode (may not be feasible beyond April 2022); will need to estimate occupancy factors for vehicles to convert to person trips; not a custom project (typical project subscription) • Replica: will examine modal breakdown at weekly level from Trends and seasonal average weekday/weekend level from Places; will also examine further breakdown of home location / trip purpose • Will be compared against data from previous Transportation Master Plan	Yes (Replica) StreetLight post-April 2022 should not be compared with data pre-April 2022
Cut-Through Vehicular Traffic / O-D Data (to support ongoing Vissim modeling efforts)	StreetLight / Replica	• StreetLight: Origin-Destination analysis for trips to/from SR 89A (west and north of City) and SR 179 (south of City), quantifying percentage of trips starting at each entry gate and passing through each departure gate, as well as percentage of trips ending in the City (data available for any custom time period in past or future) • Replica Places: Can run a similar analysis filtering by network links (data available at seasonal level and weekday/weekend)	Yes

Task 3: Process for Monitoring and Documentation.

Kimley-Horn will develop and document a methodology for future tracking of as many metrics as possible, as noted in **Table 1**. Kimley-Horn will produce the following to document the analysis methodology and findings:

- In-progress summary presentations for virtual meetings with City staff
- Summary presentation of in-progress findings for upcoming SIM meeting (Summer 2023)
- Draft and final summary presentation
- Final technical memorandum including detailed methodology, findings, and process for monitoring

Estimated Fee: $8,760

Task 4: Meetings and Presentations

Kimley-Horn will attend a study kickoff meeting with City staff (1-hour, assumed to be virtual) and up to three (3) 1-hour virtual meetings with City staff. Kimley-Horn will handle logistics of scheduling meetings and provide an agenda prior each meeting as well as follow-on action items and presentation materials via email.

This task also includes an in-person presentation to City Council from Project Manager Anthony Gallo, who is located in Kansas City and would need to arrange for travel.

Estimated Fee: $8,320

Expenses

StreetLight Data: StreetLight Data has provided quotes for two separate purchases: (1) the custom project needed to support the visitor length of stay analysis, and (2) the standard project subscription needed to support further analyses, such as the number of person trips by mode and cut-through O-D analyses. Only the custom project purchase (1) will be included as an expense on this study; the standard project subscription (2) will be purchased as part of the expense budget from the Uptown Parking Alternatives and Site Selection study.

Replica: Kimley-Horn has a subscription to Replica, and no additional purchase is required.

Travel, Lodging, and Meals are included as an expense for an in-person presentation in Task 4.

Estimated Direct Expense including Travel: $42,132

Conclusion

We appreciate the opportunity to provide these services to you and look forward to working with you to evaluate tourism travel patterns in Sedona. If you decide to move forward with these services, please provide an executed contract and notice to proceed. Kimley-Horn will only commence services and authorize subconsultants to proceed following receipt of a fully executed contract.

Please contact me if you have any questions. I can be reached at 703-674-1320, or at anthony.gallo@kimley-horn.com.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Anthony Gallo, P.E.
Project Manager

Brent Crowther, P.E., PTOE
Senior Associate

Kimley»Horn

EXHIBIT B

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest $1)

KIMLEY-HORN DESIGN BASE FEE

CLASSIFICATION	PERSON HOURS	BILLING RATE/HOUR	TOTAL
Senior Consultant	-	$ 240.00	$ -
Project Manager	82	$ 230.00	$ 18,860
Senior Engineer	-	$ 220.00	$ -
Project Engineer/Designer	-	$ 180.00	$ -
Analyst	164	$ 160.00	$ 26,240
Graphic Designer/GIS	4	$ 150.00	$ 600
Administrative	-	$ 100.00	$ -
Clerical	-	$ -	$ -
	250 Hours		

Subtotal Kimley-Horn Design Base Fee $ 45,700

ESTIMATED DIRECT EXPENSES

Data Purchases	$	40,632
Travel	$	1,500

Subtotal Estimated Expenses $ 42,132

TOTAL PROJECT COST $ 87,832

Brent C Crowther

Consultant Firm Signature

7/5/2023

Date

City of Sedona
Uptown Parking Alternatives Analysis and Site Selection
Fee Proposal

		Gallo/Baird			Mitts/Trejo			
		Project Manager	Senior Engineer	PE/ Designer	Analyst	Graphic Des/ GIS	Admin	Totals
TASK DESCRIPTION	SUBTOTAL	$ 230.00	$ 220.00	$ 180.00	$ 160.00	$ 150.00	$ 100.00	
PHASE 1								
1 Review/Synthesis of Previous Work	8,140.00	10	-	-	24	-	-	34
Review/Synthesis of Previous Work	6,140.00	10			24			34
2 Travel Patterns Analysis	22,485.00	24	-	-	106	-	-	130
Total visitors per year/season/month	3,020.00	2			16			18
Length of visitor stays	3,480.00	4			16			20
Demographics of visitor stays	3,020.00	2			16			18
Home locations of visitor stays	3,480.00	4			16			20
Commuters/residents by time of year	2,060.00	2			10			12
Home locations of workers/visitors	1,420.00	2			6			8
Work locations of residents	1,420.00	2			6			8
Person trips by mode	1,420.00	2			6			8
Cut-through traffic	2,520.00	4			10			14
3 Process for Monitoring and Documentation	8,760.00	16	-	-	28	4	-	48
Process for Monitoring	1,560.00	4			4			8
Presentations	4,360.00	8			12	4		24
Technical Memorandum	2,840.00	4			12			16
4 Meetings and Presentations	5,320.00	32	-	-	6	-	-	38
Kickoff	1,240.00	4			2			6
Virtual Meetings (3)	1,560.00	4			4			8
In-Person Presentation to Council	5,520.00	24						24
TOTAL, PHASE 1	45,700.00	82	0	0	164	4	0	250
SUBTOTAL DIRECT LABOR	45,700.00	82	0	0	164	4	0	250
Expenses	42,132.00							
StreetLight Data (Custom Project)	40,632.00							
StreetLight Data (Standard Project Subscription)	0.00							
Replica	0.00							
Travel for In-Person Presentation	1,500.00							
CONTRACT TOTAL (Not including Optional Services)	87,832.00	82	0	0	164	4	0	250