



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
WTP AMERICA LLC**

This Contract ("Agreement") is entered into as of the date of City Council approval (the "Effective Date") between the City of Yuma, an Arizona municipal corporation (the "City"), and WTP America LLC of Greenwood Village, Colorado (the "Consultant"). The City and the Consultant are sometimes referred to individually as the "Party" and collectively as the "Parties."

RECITALS

- A. The City issued a Request for Qualifications, RFQ-26-226 "Partnership Development & Implementation Management Services for the Yuma Innovation District" (the "RFQ"), a copy of which is on file in the City Clerk's Office and incorporated by reference.
- B. The Consultant responded to the City by submitting a response (the "Response"), attached as Exhibit A and incorporated by reference, and the City desires to enter into an Agreement with the Consultant for Professional Services.

AGREEMENT

In consideration of the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and the Consultant agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until the services have satisfactorily been completed, unless terminated as otherwise provided in this Agreement.
2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached as Exhibit B and incorporated by reference.
3. Compensation. The City shall pay Consultant an amount not to exceed the agreed amount for Services (as described in the Scope of Work), set forth in the Fee Schedule, dated May 15, 2026 attached as Exhibit C and incorporated by reference.
4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
5. Documents. All documents, including any intellectual property rights, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.
6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.
7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.



8. Licenses; Materials. Consultant shall maintain current federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, Consultant's employees, or sub-Consultant any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each City Council member, officer, director, employee or agent thereof (the City and any such person shall be deemed an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable expert witness fees, court costs, attorney fees and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), to the extent such Claims (or actions in respect thereof) are caused by or based upon the negligence, recklessness or intentional wrongful conduct of the Consultant, Consultant's officers, employees, agents, or any tier of sub-Consultant or person attributable to Consultant in the performance of this Agreement. The indemnification obligations under this Section may be subject to the provisions of A.R.S. § 34-226.

The Indemnification provided hereunder shall extend to claims arising out of, or recovered under, Arizona's Workers' Compensation Law or the failure of Contractor to conform to any applicable and appropriate law, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for claims arising from the gross negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all such claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against Indemnitee for claims arising from the work performed by Contractor, Contractor's directors, officers, employees, agents, representatives, or any tier of Subcontractors pursuant to this Agreement. The provisions of this Section 9 are irrevocable and perpetual, and shall survive the expiration or termination of this Agreement.

10. Termination; Cancellation.

10.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date and provide the City with all documents, reports and notes of Consultant within ten (10) days from the date the Agreement is terminated

10.2 For Cause.

If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to the non-defaulting Party at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that the default cannot reasonably be cured within thirty (30) days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (A) provides written notice to the non-defaulting Party and (B) commences to cure the nonperformance and diligently continues to completion the cure of the nonperformance. In no event shall any such cure period exceed ninety (90) days. In the event of



such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of Consultant's fee due as of the termination date.

10.3 Due to Work Stoppage. This Agreement may be terminated by the City upon thirty (30) days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of Consultant's fee due as of the termination date.

10.4 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of City's departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of City's departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other Party to the Agreement in any capacity or a Consultant to any other Party of the Agreement with respect to the subject matter of the Agreement.

10.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

10.6 Agreement Subject to Appropriation. The City is obligated only to pay City's obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay City's Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for City's obligations under this Agreement. The City shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Consultant waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

11. Insurance. Before the commencement of any services, the Consultant must provide the City **with certificates of insurance and formal endorsements** identifying this Agreement by the City's contract number and name. All required insurance policies, except Workers' Compensation and Professional Liability must name the City, and City's employees, as Additional Insured with endorsement. Workers' Compensation and Professional Liability insurance must contain an endorsement waiving subrogation and Consultant hereby waives subrogation against the City. All insurance policies are subject to approval by the City. All policies, except Workers' Compensation and Professional Liability, must include an endorsement providing that such insurance under Consultant's policy is primary insurance and that any other insurance maintained by the City is excess and noncontributing with the insurance required under this section. Policies must be written on a per occurrence basis. The Consultant must give the City 30 days written notice before



canceling, terminating, or altering any policy. The Consultant's failure to furnish evidence of insurance will be considered a breach.

The Certificate Holder must be named as follows: **City of Yuma, Yuma, Arizona**

All certificates are to be sent to: purchasingweb@yumaaz.gov

- A. The Consultant must carry **Worker's Compensation Insurance** to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services, and Employer's Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease for each employee, and \$500,000.00 disease policy limit. The policy must contain a waiver of subrogation as to the City by the insurance carrier. Consultant also waives subrogation.

The Consultant must require sub-Consultant(s) to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Consultant.

- B. The Consultant must carry **Commercial/Business Automobile Liability** with a combined single limit for bodily injury and property damages of not less than \$1 million for each occurrence on all vehicles the Consultant uses, whether owned or leased, in the performance of the work or services under this Agreement. If hazardous materials or wastes are transported, CA 9948 endorsement must be included and \$3 million per accident limits for bodily injury and property damage will apply.
- C. The Consultant must carry **Commercial General Liability** insurance with an unimpaired limit of not less than \$1 million for each occurrence with a General Aggregate Limit of \$2 million. The policy must be primary. Coverage must extend for two years past completion and acceptance of the project, and the Consultant must provide annual Certificates of Insurance of continued coverage. No endorsement limiting or excluding a required coverage is permitted. All coverages shall be on an occurrence basis. THE ADDITIONAL INSURED ENDORSEMENT REQUIRED SHALL BE AN ISO FORM CG 20 10 12 19 or any replacement.
- D. The Consultant must carry **Umbrella/Excess Liability** insurance with an unimpaired limit of not less than \$2 million per occurrence combined limit bodily injury and property damage, in excess of the Commercial General Liability, Automobile Liability and Employer's Liability, as required above.
- E. The Consultant must carry Professional Liability coverage for errors and omissions arising out of the work or services performed by the Consultant, Consultant's agents, and employees, with an unimpaired limit of \$2 million each claim and \$2 million all claims.
- F. The amount and types of insurance coverage requirements set forth will in no way be construed as limiting the scope of the indemnity in this Agreement.

12. Miscellaneous.

12.1 Independent Consultant. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent Consultant, not as an employee or agent of the City. Consultant, Consultant's employees, and sub-Consultants are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, Consultant's employees, or sub-Consultants. The Consultant, and not the City, shall determine the time of Consultant's performance of the services provided under this Agreement so long as Consultant meets the



requirements of Consultant's agreed Scope of Work as set forth in Section 2 above and Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing Consultant's profession elsewhere.

12.2 Applicable Law; Venue; Conflict of Law. Any action to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or as may be appropriate, in the Justice Courts of Yuma County, Arizona or in the United States District Court for the District of Arizona, John M. Roll Courthouse if, and only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action. The Parties acknowledge this Agreement shall be deemed executed in Yuma, Arizona and construed under Arizona law, without regard to any conflict of law principles.

12.3 Laws and Regulations. Consultant shall comply with the Americans with Disabilities Act (ADA) and shall indemnify City for any costs, including but not limited to, damages, expert witness fees, and staff time in any action or proceeding brought alleging violation of the ADA by Consultant. Consultant shall not discriminate against any person based on race, religion, color, age, sex, or national origin in the performance of this Agreement, and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964) and State Executive Order No. 2009-09 as such may be amended from time to time. The Consultant shall not participate in or cooperate with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. The Consultant shall include similar requirements of all sub-Consultants in Agreements entered for performance of Consultant's obligations under this Agreement. Consultant shall keep fully informed and shall at all times during the performance of Consultant's duties under this Agreement ensure that Consultant and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards. Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to Consultant's performance under this Agreement.

12.4 Amendments. This Agreement may be modified only by a written amendment signed by persons authorized to enter into contracts on behalf of the City and the Consultant.

12.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though such provisions were included and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be amended to make such insertion or correction.

12.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which shall remain in effect without the invalid provision or application.

12.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth in a written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed



and interpreted according to plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

12.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

12.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other Party to furnish any of the material or services specified without the prior written and signed approval of the City. The Consultant is responsible for performance under this Agreement whether sub-Consultants are used. Failure to pay sub-Consultants in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

12.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

12.11 Attorney's Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default, the prevailing Party shall be entitled to receive from the other Party reasonable Attorney's fees and reasonable costs and expenses, determined by the court and not the jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

12.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

12.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

12.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	If to Consultant:
City of Yuma	WTP America LLC
Attn: City Administrator	Matthew Brown



One City Plaza	3rd Floor, 8310 South Valley Highway
Yuma, Arizona 85364	Greenwood Village, CO 80112

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing. Notices shall be deemed received (A) when delivered to the Party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not the Party's counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

12.15 Force Majeure. A Party may be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, pandemic, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence is presented to the City, that the non-performance is not due to the fault or neglect of the Party not performing.

12.16 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in Consultant's records or obtained from the City or from others in carrying out Consultant's obligations under this Agreement shall not be used or disclosed by either of Consultant's agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

12.17 E-Verify Requirements. To the extent applicable under Arizona Revised Statutes ("A.R.S.") § 41-4401, the Consultant and Consultant's sub-Consultants warrant compliance, and are contractually obligated to comply, with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214(A) ("Immigration Warranty"). Consultant's or Consultant's sub-Consultant's failure to comply with Immigration Warranty shall be deemed a material breach of this Agreement and may subject Consultant to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the documents of all Consultant personnel who provide services under this Agreement to ensure that Consultant or Consultant's sub-Consultants are complying with the Immigration Warranty. Consultant agrees to assist the City in regard to any such inspections. The City may, at City's sole discretion, conduct random verification of the employment records of Consultant and any sub-Consultant to ensure compliance with the Immigration Warranty. Consultant agrees to assist the City in regard to any random verification performed.

Neither Consultant nor any sub-Consultant will be deemed to have materially breached the Consultant Immigration Warranty if Consultant or sub-Consultant establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

12.18 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order, the Fee



Proposal, the Consultant's Response, the documents shall govern in the order listed in this above in this Section 12.18.

12.19 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

12.20 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement Agreements developed by the City, at their discretion and with the Agreement of the awarded Consultant. Consultant may, at Consultant's sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

12.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Consultant's performance of Consultant's obligations is applicable only to the particular transaction to which it relates and is not applicable to any other obligation or transaction.

12.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

12.23 Boycott of Israel. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 35-393.01. Consultant certifies that Consultant is not currently engaged in and agrees for the duration of this Agreement that the Consultant will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393.

12.24 Forced Labor of Ethnic Uyghurs Prohibited. Consultant shall comply with the applicable requirements of Arizona Revised Statutes § 35-394 and hereby certifies and agrees Consultant does not currently use and will not use for the term of this Contract. (i) the forced labor of ethnic Uyghurs in the People's Republic of China, or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, sub-Consultants or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

12.25 Survival. The obligations of Consultant under this Section 12 shall survive the termination of this Agreement.

12.26 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.

OFFER AND ACCEPTANCE FORM ATTACHED (After Fully Executed)



EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
WTP AMERICA LLC

[Consultant's Response]

See following pages.



EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
WTP AMERICA LLC

Scope of Work

1. Project Purpose and Role

Consultant shall serve as the City's advisor and program manager to translate the Yuma Innovation District from concept into a realistic plan for execution.

2. Guiding Plan and Implementation

Consultant shall use the City's "Brownfields to Innovation District" site selection analysis as the baseline concept that guides the Consultant's recommendations for planning and implementation of the Innovation District in the described area.

3. District Strategy, Governance, and Program Management

Consultant shall assist the City with Innovation District strategy, practical governance, and program management, not limited to discussion, guidance, routine coordination and progress reporting, and a written plan that:

- Defines near-term priorities, longer-term milestones, phasing, decision points, and dependencies;
- Details available financing alternatives such as bonding, special districting, necessary entity formation and the advantages and disadvantages of each alternative for construction of improvements and infrastructure;
- Develops a practical governance and operating model or alternative models;
- Establishes a master action tracker and risk register.
- Consultant shall be available to make at least two presentations to City Council upon request.

4. Public-Private Partnership and Deal Development

Consultant shall support the City in evaluating public-private partnership and alternative delivery models appropriate to the Innovation District, catalyst sites, innovation assets, and operating needs. Services may include clarifying roles and responsibilities, identifying value exchange between public and private parties, testing delivery options against project objectives and market appetite, developing concept-level deal frameworks, supporting market testing, and assisting the City with partner-facing materials and decision support.

5. Tenant, Anchor, Investor, and Ecosystem Recruitment

Consultant shall assist the City with tenant, anchor, investor, and ecosystem recruitment by identifying and engaging prospective businesses, institutions, employers, developers, operators, investors, and institutional partners aligned with the Innovation District vision. Services may include market discovery, stakeholder interviews, focus groups, outreach materials, direct outreach, tracking of prospects, and assisting the City in obtaining expressions of interest or other non-binding indications of demand when appropriate.

6. Site and Project Implementation Oversight

Consultant shall assist with implementation oversight for priority sites and projects, including coordination with City staff and partners, support for site readiness and implementation sequencing, identification of obstacles and risks, targeted in-person engagement at key decision milestones, and recommendations to advance projects toward procurement, partnership, commercial close, transition, construction, or implementation, as applicable.

7. Marketing, Investor Materials, and Outreach Support

Consultant shall support preparation of market-ready materials that communicate the Innovation District vision, partnership opportunities, value proposition, implementation priorities, and potential agreement or procurement opportunities. Materials may include briefing documents, presentations, print or web-ready content, investor or partner materials, and related outreach support.

8. Reporting, Key Performance Indicators, and City Council Readiness

Consultant shall support the City in developing practical key performance indicators tied to implementation outcomes, including partnership and tenant outreach, progression, development opportunity milestones, site readiness, procurement readiness, and commitments secured. Consultant shall provide concise reporting identifying accomplishments, upcoming actions, risks, decision points, and information suitable for City leadership and City Council briefings as requested.

9. Governance and Sustainability Planning

Consultant shall assist the City in evaluating governance and sustainability approaches for the Innovation District, including roles, decision authority, committee or working group structure, operating cadence, funding and revenue options, partnership contributions, sponsorships, service agreements, and strategies for long-term operational efficiency. Sustainability planning shall account for local constraints and priorities, including water stewardship, heat mitigation, public-realm standards, and operational practicality.

10. Milestone Schedule and Task Structure

Task 1 — Mobilization & Baseline (Days 1–30)

Kickoff; confirmation of governance, roles, and communication protocols; review of existing plans, studies, asset data, and capital programming; confirmation of priority projects and success criteria; preliminary risk register; outputs including project charter and workplan, refined priority list, and initial commercial risk snapshot.

Task 2 — Portfolio & Strategy Definition (Months 1–3)

Asset and project prioritization; stakeholder and market discovery; delivery and funding strategy confirmation; governance and approval framework; success criteria summary.

Task 3 — Procurement Planning (Months 4–6)

Procurement strategy and schedule development; preparation of draft RFQ/RFP or alternative procurement documents; market engagement and proposer outreach.

Task 4 — Procurement & Selection (Months 7–9)

Support for City procurement issuance as necessary; evaluation plan and scoring tools; clarifications; shortlist presentations; negotiations; preferred proponent selection; recommendation memo.

Task 5 — Commercial Close & Transition (Months 10–12)

Support for finalization of commercial terms, risk allocation, agreement schedules, financial close support as applicable, post-close governance and reporting, transition to construction or implementation, and handover package.

11. Deliverables

Deliverables shall be developed in coordination with the City and may include workplans, governance frameworks, action trackers, risk registers, prioritization materials, procurement strategy documents, draft procurement documents, outreach and market engagement materials, evaluation support materials, recommendation memoranda, City Council briefing materials and upon request, in person briefings, Key Performance Indicator reports, and transition or handover materials.

12. City Direction and Approvals

Consultant shall coordinate with City staff and shall not bind the City to any partnership, transaction, procurement award, commercial term, or third-party commitment unless expressly authorized through the City's required approval processes.



EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
WTP AMERICA LLC

Fee Proposal

Fee Schedule dated May 15, 2026. Total not-to-exceed amount: \$270,000.

Summary of Not-to-Exceed Fee by Task

Task	Description	NTE (USD)
1) Mobilization & Baseline (Days 1–30)	Kickoff; governance/roles/communications; review of plans, studies, asset data and capital programming; confirm priority projects and success criteria; preliminary risk register; project charter and workplan; refined priority list; initial commercial risk snapshot.	\$17,000
2) Portfolio & Strategy Definition (Months 1–3)	Asset/project prioritization; stakeholder and market discovery; delivery and funding strategy confirmation; governance and approval framework established.	\$96,000
3) Procurement Planning (Months 4–6)	Procurement strategy and schedule development; draft RFQ/RFP or alternative procurement documents; market engagement and proposer outreach.	\$85,000
4) Procurement & Selection (Months 7–9)	RFQ/RFP issuance and evaluation support; proposer clarifications and negotiations; preferred proponent selection.	\$36,000
5) Commercial Close & Transition (Months 10–12)	Finalization of commercial terms; financial close support as applicable; post-close governance and reporting; transition to construction/implementation.	\$36,000
TOTAL		\$270,000