

INTERGOVERNMENTAL AGREEMENT
by and between
Coconino County,
Coconino County Juvenile Court Services,
Coconino County Accommodation School District,
and the
City of Flagstaff

This Intergovernmental Agreement (“Agreement”) is made this ____ day of _____, 2021 by and between Coconino County, a political subdivision of the State of Arizona, with offices at 219 East Cherry Avenue, Flagstaff, Arizona, (“County”), the Coconino County Accommodation School District (“School District”), and the City of Flagstaff, an Arizona municipal corporation, with offices at 211 West Aspen Avenue, Flagstaff, Arizona (“City”). , and the Coconino County Juvenile Court Services department (“Juvenile Court”) for the use of the City’s Hal Jensen Community Recreation Center (“Center”) by the School District for its Juvenile Transition School (“Transition School”), and Juvenile Court Services’ Prosocial Success Skills Development Programming including Recreational Programs (“Court Programs”). The City, School District, County, and the Juvenile Court may be referred to individually in the Agreement as a Party or collectively as Parties.

RECITALS

- A. The City owns and operates a facility located at 2403 North Izabel Street, Flagstaff, Arizona, commonly known as The Hal Jensen Recreation Center (“Center”); and
- B. The School District and Juvenile Court currently operate the Transition School and Court Programs; and
- C. Funding for the teacher or teachers of the Transition School is funded by the School District; and
- D. The Center has sufficient space for operation of the Transition School and Court Programs; and
- E. The County, Juvenile Court, School District, and City desire to enter an intergovernmental agreement establishing the terms and conditions under which the Juvenile Court and the School District will be permitted to utilize the Center for the express purpose of operating the Transition School and implementing the Court Programs.

NOW THEREFORE, pursuant to A.R.S. § 11-952, authorizing contracts between public agencies for the services or the joint exercise of powers common to both, and the inherent powers of each Party to protect the health and welfare of its constituents, for and in consideration of the mutual obligations and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1. DURATION AND TERMINATION.

This Agreement shall be effective on the date first set forth above and shall continue in force and effect for an Initial Term of five (5) years. Upon expiration of the Initial Term, this Agreement may be renewed for up to one (1) successive five (5) year term (each “Renewal Term”) subject to the provisions of this Agreement upon mutual written consent of the Parties. This Agreement may be terminated by any Party upon thirty (30) days written notice of termination delivered to the other Parties. Any Party may terminate this Agreement if sufficient funding is no longer available to carry out that Party’s responsibilities under the Agreement. This Agreement may be terminated by any Party without penalty or further obligation, in accordance with the provisions of A.R.S. § 38-511(A).

2. USE OF THE CENTER FOR TRANSITION SCHOOL

The Transition School will be operated in the upstairs multipurpose room at the Center. In addition to the multipurpose room, the Transition School will have access to the Center restrooms and designated areas for recreational use by students. The Juvenile Court’s Director, the School District’s Superintendent, and the City’s Parks and Recreation Director will develop and maintain an ongoing mutually agreed upon schedule for building utilization and program implementation (“Schedule”). As needed, with a 45 day notice, the schedule may be modified by the City’s Parks and Recreation Director as the City manages its resources. Use of the Center for the Transition School will be limited to school days and programs as agreed upon in the Schedule. School days for the Transition School will correspond to the Flagstaff Unified School District Academic Calendar and hours of operation will be from 8:30am to 2:00pm, unless an alternative schedule is agreed to by the Parties. City staff will be on site to open the Center at the beginning of each school day and a staff member will ensure the complete departure of the Transition School’s staff and student body at the end of each school day. In no event is the Transition School to operate within the Center without a member of City staff being on site.

3. FUNDING; FINANCIAL RESPONSIBILITIES.

A. School Operations:

The County shall be responsible and pay for all expenses associated with the operation of the Transition School and Court Programs except the School District shall be responsible and pay for the salary, benefits, and other related expenses of the teacher or teachers.

B. Multipurpose Room Improvements and Maintenance

The County shall be responsible and pay for the following expenses:

1. Any cost related to increasing the capacity of the upstairs multipurpose room of the Hal Jensen Recreation Center, including providing classroom furniture, equipment such as computers, and storage for school materials.
2. In conjunction with the School District, costs to improve flooring in upstairs classroom as approved by the City’s Parks and Recreation Director.

3. In conjunction with the School District, costs to install and maintain improved broadband and internet access for the benefit of the Transition School and the general Center participants.
4. Any multipurpose room maintenance costs that are attributable to the Transition School's increased use of the area.
5. Every payment obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature or other applicable appropriating body resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the affected party at the end of the period for which funds are available. No liability shall accrue to the affected party in the event this provision is exercised, and the affected party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

4. UTILITIES

The City shall pay for all utility costs in the Center, except for upgraded internet services for the Transition School, which will be paid as described in the above Section. The City, School District, and County may join together to improve the overall internet services to the entire Hal Jensen Recreation Center.

5. DAILY OPERATIONAL STANDARDS.

Juvenile Court will provide supervision for all youth under the jurisdiction of Juvenile Court involved in the Transition School and Court Programs. Juvenile Court will ensure Transition School and Court Programs youth will be well-behaved and courteous to City staff and participants co-utilizing the facilities. If Transition School or Court Programs utilize City equipment, Juvenile Court staff will ensure the City's building and equipment are respected, utilized, and taken care of properly. Any damage—intentional, unintentional, or newly identified—will be immediately reported to City staff. If City staff become aware of damage or misuse, they will report the damage to the assigned Juvenile Court staff. The County will repair or replace damaged property when participants under the jurisdiction of Juvenile Court are responsible. The School District will be responsible to repair or replace damaged property if the Transition School youth is not under Juvenile Court jurisdiction. All parties shall work cooperatively to identify any youth who damages property utilizing any available video surveillance systems or witness statements.

Juvenile Court and City staff will have short, daily check-ins with each other to confirm functioning operations or identify areas needing special attention when Transition School or Court Programs are occurring. For the initial six months of operations, the assigned lead staff from the City, School District, and Juvenile Court will have a monthly meeting to determine what improvements or changes are required. After the initial six months, these lead staff will meet quarterly. Changes to Transition School or Court Programs utilization of the Center will be made as needed.

6. FACILITIES AND EQUIPMENT USE AND MAINTENANCE; SUPPLIES.

The City will maintain its facilities and equipment per its normal operating standards.

7. IMPROVEMENTS AND EQUIPMENT AT TERMINATION

The Parties acknowledge that property and equipment used for operation of the Transition School and Court Programs will be purchased and stored at the Center. Upon termination of this Agreement, non-permanent improvements and equipment purchased or created through this Agreement shall revert to the entity that purchased or created the property. For purposes of this Agreement, permanent improvements will be defined as assets and equipment that are not detachable without damaging the Center, such as flooring and other fixed improvements.

8. EMPLOYMENT STATUS.

Juvenile Court employees and volunteers shall at all times remain employees of Juvenile Court, and employees of the School District shall at all times remain employees of the School District. The City shall not have supervisory authority or control over the day-to-day work of the employees or volunteers associated with the Juvenile Court or School District as they deploy the Transition School or Court Programs.

9. INSURANCE.

The County, City, and School District shall each maintain sufficient liability insurance to cover each Party's respective activities associated with this Agreement.

10. INDEMNIFICATION.

Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee" from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney fees, (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

11. RECORDS RETENTION.

Pursuant to A.R.S. §§ 35-214 and 35-215, the City, County and the School District shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the City, County and the School District shall produce to the Juvenile Court the original of any or all such records.

12. NOTICES.

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the Party to be notified, or to such other address, notice of which is given in accordance with this Section:

If to the County:	If to the City:	If to the School District:
Steve Peru County Manager 219 East Cherry Avenue Flagstaff, AZ 86001	Greg Clifton City Manager 211 West Aspen Avenue Flagstaff, AZ 86001	Superintendent Coconino County Accommodation School District 2384 North Steves Boulevard Flagstaff, AZ 86004

If to the Juvenile Court:

The Juvenile Court
 Services Director
 Coconino County Juvenile
 Court Services
 1001 East Sawmill Road
 Flagstaff, AZ 86001

13. AUTHORITY TO CONTRACT.

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

14. GOVERNING LAW.

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Arizona.

15. DISPUTE RESOLUTION.

The Parties shall have the right to litigate any disputes which arise under this Agreement. Any litigation brought by a Party against another Party to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the Parties in connection with this Agreement, the prevailing Party in the action will be entitled to its costs including reasonable attorneys’ fees and court costs from the non-prevailing Party. To the extent required by A.R.S. § 12-1518, the parties to this Agreement agree to resolve all disputes arising out of or relating to this contract through arbitration.

16. AGENTS, EMPLOYEES, AND CONTRACTORS.

Agents, employees and contractors hired by a Party to provide services under this Agreement shall be and remain the agents, employees, and contractors of the hiring Party solely, and shall not be considered agents, employees, or contractors of the other Party.

17. LEGAL WORKERS.

As mandated by A.R.S. § 41-4401, each Party (a) warrants the Party's compliance with all federal immigration laws and regulations that relate to the Party's employees and their compliance with A.R.S. § 23-214(A); (b) acknowledges that a breach of the warranty in subsection (a) of this section shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and (c) retains the legal right to inspect the papers of any contractor or subcontractor employee who works pursuant to this Agreement to ensure compliance with the warranty.

18. CONSTRUCTION.

This Agreement shall be construed and in accordance with its fair meaning. This Agreement shall not be construed for or against either Party.

19. INTEGRATION; MODIFICATION.

All Parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except as expressed in this Agreement, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded by and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both Parties, and any such modification or amendment will become effective on the date so specified.

20. NO ASSIGNMENT; BINDING EFFECT.

This Agreement is not assignable by any of the Parties. Any attempt to do so shall render the assignment null and void and the Agreement may be terminated immediately by the non-assigning Party.

21. SEVERABILITY.

In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect.

22. WAIVER.

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision hereof, nor shall any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach of this Agreement.

23. NON-DISCRIMINATION

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

24. HEADINGS.

The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

SIGNATURE PAGE FOLLOWS

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

City of Flagstaff

Coconino County

**Coconino County
Accommodation School
District**

Paul Deasy
Mayor

Matt Ryan
Chairman, Board of Supervisors

Superintendent

Dated: _____

Dated: _____

Dated: _____

Attest:

Attest:

Attest:

City Clerk

Clerk of the Board

The Justice Court

Dated: _____

Dated: _____

Dated: _____

Approved as to form and as being within the powers and authority granted under the laws of the State of Arizona to the City of Flagstaff:

Approved as to form as being within the powers and authority granted under the laws of the State of Arizona to Coconino County:

City Attorney

Deputy County Attorney

School District Counsel

Dated: _____

Dated: _____

Dated: _____

**Coconino County Juvenile
Court**

Director

Dated: _____

Attest:

Dated: _____

Court Council Attorney General

Dated: _____