

SERVICES AGREEMENT

Contract No. 2025-176

This Contract is entered into this ____ day of _____, 2025 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Flagstaff Arts Council, an Arizona nonprofit corporation d/b/a Creative Flagstaff ("Contractor").

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

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

1. Scope of Work: Contractor shall provide the services generally described as:

LEAD ARTS, CULTURE AND SCIENCE AGENCY/ ARTS GRANT MAKING AGENCY

and as more specifically described in the document attached here to as Exhibit A (the "Services").

2. Term and Renewal:

- 2.1 Contract Term: The term is for a period of five (5) years unless terminated pursuant to the provisions of the Contract. The Contract will be effective as of the date signed by both parties. The City Council has the authority to amend the term of the Contract.

- 2.2 Renewal: The Contract may be renewed or extended for up to two (2) one- year additional terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

- 2.3 Unilateral Extension: The Contract may be unilaterally extended for one (1) 90-day period. The City Manager or his/her designee (the Purchasing Director) shall have the authority to approve the extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.

3. Compensation: Contractor shall be paid for satisfactory performance of the Contract in an amount not to exceed the sum set forth in Exhibit A, including taxes and fees. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. Any Contract amendment for a price increase exceeding the amount set forth in Exhibit A shall require Council approval.

4. Termination & Cancellation Clauses.

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

- 4.2 For Convenience: City may terminate the Contract for any reason by giving the other Party written notice of such termination no less than ninety (90) days prior to the date of termination. If the Contract is so terminated, the City's only payment obligation under the Contract shall be for those services completed prior to the effective date of the termination.

- 4.3 Conflict of Interest: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three (3) years after its execution, without penalty or further liability to Contractor.

5. Amendment: The Contract is intended to be the complete and final agreement of the Parties. The Contract may be amended through a formal written amendment Parties.

6. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.
7. Insurance: Contractor shall meet and maintain City's insurance requirements attached hereto as Exhibit B throughout the term of this Contract.
8. Indemnity: Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the City, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorneys' fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.
9. Assignment/Subcontracting: Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without prior written approval of the City.
10. Independent Contractor: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
11. Nondiscrimination: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.
12. City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, surveys, survey results, graphics, tables, charts, plans, computations and other data shall be the property of City ("City's work product"). Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.
13. Re-Use: The City may use the City's work product without further compensation to Contractor; provided, however, that the City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at the City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion of the City's work product for the benefit of Contractor or any third parties without the City's prior written consent.
14. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to the City copies all of the City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.
15. Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants that it and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract.
16. Forced Labor of Ethnic Uyghurs: Contractor hereby certifies that it does not use the forced labor of

ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.

17. Notice: Any formal notice under the Contract shall be in writing via certified mail and email as follows:

To the City:

Jana Weldon
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Jana.weldon@flagstaffaz.gov

To Contractor:

Julie Comnick
Executive Director
Creative Flagstaff
2300 N Fort Valley Rd
Flagstaff, AZ 86001
928.779.2300

With a copy to:

Teddy Callan
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: tcallan@flagstaffaz.gov

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

FLAGSTAFF ARTS COUNCIL:

By: _____

Title: _____

Date: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A
SCOPE OF WORK

1) LEAD ARTS, CULTURE AND SCIENCE AGENCY (LAA)

- a. The LAA will serve as the coordinating agency for arts, culture and science endeavors in the Flagstaff area including:
 - i. Long range planning to address opportunities and gaps in sector and infrastructure.
 - ii. Leadership and coordination with outside agencies, as well as within the community.
 - iii. Promotional Activities for the community and the sector to enhance participation, audiences, community awareness, and potential funding.
 - iv. General and technical support for individuals, programs, activities and organizations.
 - v. Enhancement of community funding through grants and other means.
- b. The LAA will serve as a source of direct arts, science and cultural provision generating exhibitions and events that enhance the sector and provide vitality to the community. This will increase participation opportunities for residents and stimulate public and private support for arts, culture and science endeavors. Offerings will be reviewed as a part of the amended scope of services each year.
- c. Specific plans and activities related to this scope each year, and inclusive of the budget amount provided through City Council, will be amended through an addendum incorporated as Attachment A. This Addendum will be updated each year to reflect the current initiatives and requirements the LAA will accomplish to achieve the scope in the upcoming fiscal year.
- d. LAA Executive Director will meet annually with City staff to discuss plans for the upcoming Addendum and to ensure LAA efforts are aligned with the scope of work and that both entities have an opportunity to discuss collaboration.
- e. LAA will present to Council at least once per fiscal year to demonstrate activities, accomplishments, challenges and the state of the arts, culture and science sectors in Flagstaff.

2) GRANT MAKING AGENCY (GMA)

- a. The Grant Making Agency will use a fair and impartial public process, approved in advance each year by the City, to disburse Bed, Board and Beverage funds dedicated by the City, as well as any other available revenue, to local source providers.
 - i. GMA will appoint a review committee composed of area residents and one member representing or appointed by the City which shall:
 1. Review funding proposals programmatically, financially and administratively using a ranking system and taking into account availability of funding, diversity of offerings and demonstrated public benefit from proposals.
 2. Make funding recommendations which shall be approved by the GMA Board of Directors prior to disbursement.
 3. Disburse all funding in a timely and effective manner.

4. Notify organizations of requirements and payment schedules.
 5. Monitor funded programs and finances for compliance.
- ii. GMA will provide the following deliverables:
1. Annual Request for Proposals document prior to release. City will be able to request amendments to ensure process achieves City goals.
 2. Annual meeting with City staff to discuss any desired adjustments to the process.
 3. Proposed service agreement text. City will review for consistency with City goals.
 4. Rating and evaluation form used for the scoring of proposals.
 5. Verbal presentation to City Council and written report summarizing funding allocations and benefits achieved through grant process.
- b. Specific plans and activities related to this scope each year, and inclusive of the budget amount provided through City Council, will be amended through an addendum incorporated as **Attachment A**. This Addendum will be updated each year to reflect the current initiatives and requirements the LAA will accomplish to achieve the scope in the upcoming fiscal year.

FY26 Scope of Work Addendum

Creative Flagstaff: Lead Arts Agency

Reflecting current initiatives and requirements the Lead Arts Agency will accomplish to achieve the scope in FY26 for \$50,575 ongoing and additional one-time \$125,000 leadership investment, and additional \$100,000 for festivals/events.

Coconino Center for the Arts (CCA)

- **10 Exhibitions** (5 in the Main Gallery and 5 in the Project Gallery). Season highlight: CCA's launch of Flagstaff's U.S. Route 66 Centennial Celebration with *Route 66: Alternative Perspectives* featuring photodocumentary projects by renowned artists Edward Keating and Wes Pope along with *Shades of Route 66*.
- **3-year Exhibition Calendar** coordinated and updated annually to balance a rotation of solo, group, and juried exhibitions by local, national, and international artists, with attention to diversity of presenters on topics relevant to the Flagstaff community. Artists submit proposals for solo projects and juried exhibitions selected by the CCA Exhibitions Selection Committee, a subcommittee of the CF Board of Directors comprised of arts professionals and community members.
- **Presenting Artist Honoraria:** CCA issues honoraria to support its presenting artists by reviewing and aiming to meet or exceed the guidelines presented in the [W.A.G.E.](#) calculator platform. CCA's presenting artist honoraria range between \$250 - \$2500 based on the contract commitments of each artist; contracts vary by services provided, travel distance, and artwork shipping expenses.
- **Programming:** Relevant programming will accompany each exhibition with guest experts and educators expanding on the exhibition content through lectures, panel discussions, and art workshops, 4 presentations per exhibition.
- **Theater Concerts, Performances & Presentations:** CCA will serve as the booking agent for many of its concerts and performances, while continuing to partner with other local booking agents, to significantly increase the number and diversity of offerings. 50+ performances are planned for FY26, presenting paid opportunities to local and touring performers. The Theater Programming Committee of the Creative Flagstaff Board assists in the selection of performances with attention to diversity of presenters and audience.
- **Community Art Markets:** CCA will offer a minimum of 2 markets in FY26 supporting over 45 artisan vendors.
- **Multigenerational Programming:** In addition to the annual county-wide Youth Arts Exhibition every March, CCA is expanding Youth Arts offerings in FY26:
 - **Free Youth Arts Workshops** during each exhibition, 6-8 per year
 - **Exhibition-Specific Curriculum** created by local arts educators for youth and family engagement
 - **Free Customized Fieldtrips** for K-12 schools and sliding scale for university classes
 - **Creative Camps** immerse children in the arts with professional arts educators guiding their experience. Spring Break and Summer session day-camps offer opportunities for children to explore disciplines of drawing + painting, theater + dance, ceramics + sculpture, and fiber + textiles, and provide paid opportunities for local teaching artists.
 - **Creative Aging** partnering with Arizona Commission in the Arts to develop programming opportunities such as the Greg Hill Dementia Fund.

Arts Leadership

- **Professional Development Workshop Series for Artists & Creatives:** Free workshops to provide general and technical support for individuals, programs, activities and organizations, with new offerings such as: *Navigating Partnerships between Non-Profits; Marketing & AI for Artists & Creatives; Web Presence for Artists, Creatives & Non-Profits; Non-Profit Board Basics; Tax issues for grant recipients, and Development & Fundraising Partnerships for Artists & Non-Profits.*
- **Cultural Convenings:** Facilitation of 4 quarterly community meetings to build partnerships with other local non-profit organizations for collaborative programming on entrepreneurship and topics such as: *Strengthening Arts, Science & Culture Collaboration; Collaborative Solutions: Arts, Science & Culture in Action; and Future Forward: Visioning & Calendar Alignment for Arts, Science & Culture.* Networking conversations based on discipline and sector will pair creatives with mentors for professional development connections.
- **Artist Registry:** Creation of a publicly accessible county-wide artist registry. The registry will be a resource and networking opportunity for Visual Artists, Performing Artists, Literary Artists, and Artisans in Flagstaff and Coconino County to share their work and expertise in a free online registry accessible to other artists, venues, and organizations, housed on CCA's website. Partnerships with state organizations such as Artlink and Articipant will expand reach state and nationwide.

Events & Activations

- **ARTx Art + Ideas Experience**, an annual, accessible community opportunity to engage with the arts in an immersive and interactive way, will expand in FY26 with:
 - **6 ARTx Engagements** throughout the year aligned with the ArtWalk season
 - **Concentrated city-wide display**, multi-day, multi-venue experience in late spring 2026
 - Presenting artists will receive funding for projects that bridge disciplines of art, science, and culture in Flagstaff
 - A return to the FY24 model with enhanced participation, broader audiences, and greater engagement.
- **ArtWalk** revitalization:
 - Reclamation of ArtWalk map, listings, website, and marketing with new digital format for increased accessibility in partnership with associated groups.
 - Change to free listings for business and studios to incentivize participation
 - Expanded footprint of businesses and studios beyond downtown
 - Enhanced offerings in Heritage Square
- **Satellite Venues:** Following the FY25 feasibility study, pilot at least one satellite exhibition in Flagstaff and develop rollout of future satellite program.

Accountability

- Creative Flagstaff is accountable to these scopes through qualitative input: when practical, exhibitions and programming events will be accompanied by surveys with open-ended questions to help gauge interest and input for future programming and thematic content. Social media platforms will also be activated to collect participant feedback.
- Creative Flagstaff is accountable to these scopes through quantitative data: we will continue to track participation through ticketing and headcount and compare with recent years to assess changes to audience numbers.
- Quarterly reporting: Creative Flagstaff will provide combined qualitative and quantitative reports to the City of Flagstaff aligned with invoicing and payments.

Creative Flagstaff Grant Making Agency

Reflecting focus of scope of \$66,000 ongoing and additional one-time \$45,000 grant administration and \$440,000 ongoing and additional one-time \$300,000 passthrough grant funding.

Accountability

- Selection panels for general operating grants, innovation and capacity-building project grants, and ARTx project grants will include a City designated Beautification, Arts & Science staff member.
- Creative Flagstaff will propose a distribution of the grant funding of \$740,000 amongst to the City of Flagstaff 30 days prior to the fiscal year to be approved by City of Flagstaff Community Investment Director.

Integrated Grants Program

- Creative Flagstaff will integrate Arts & Science Grantmaking into its programmatic areas by offering ongoing professional development opportunities targeted to grant processes, supporting mentorship for applicants, and fostering long-term relationships to track, support, and showcase grantee projects. Improved branding will be implemented to better integrate the Grants program into CF's outreach and marketing.
- Staff support for Grantmaking will include executive direction and involvement in addition to a dedicated staff member for all aspects of grantmaking, including but not limited to panelist selection, application and review processes, staff oversight, and grantee recognition. Additional staff support will be provided for outreach, events, and marketing pertaining to grantmaking.
- Professional development support for grantmaking staff members to stay abreast of evolving "best practices" in grantmaking, including participation in webinars and trainings specific to Arts, Science, and Cultural grantmaking.

Grantmaking and Nonprofit Educational Component

- 4 free workshops offered quarterly to provide general and technical support for artists and nonprofits, with new offerings such as *Navigating Partnerships between Non-Profits; Marketing & AI for Artists & Creatives; Web Presence for Artists, Creatives & Non-Profits; Non-Profit Board Basics; Tax Issues for grant recipients; and Development & Fundraising Partnerships for Artists & Non-Profits.*
 - **Navigating Partnerships between Non-Profits** Opportunities such as volunteering, internships, project-based learning, and research experiences. NAU will partner to provide an overview of current programs and services related to experiential learning and designing a mutually beneficial experience. Speakers will also discuss collaborative opportunities, joint funding, and community engagement.
 - **Board Basics + Bylaws, Roles, Development and Succession Planning** Learn the Basics of Nonprofit Board of Directors. This workshop is designed around the community's ongoing demand for Board Development, which focuses on roles and responsibilities, what to expect as a Board Member, recruiting and cultivating new board members, overall organization structure, policies and procedures, strategic and succession planning, and much more. If you are a new or seasoned Board member, this presentation will have something for you.
 - **Digital Marketing and AI for Nonprofits** Explore how nonprofits can leverage marketing strategies and AI tools to enhance outreach, engagement, and efficiency. Led by artist and designer Kayley Quick and marketing professional and theater leader Caitlin Burd, this session will provide practical insights on branding, content creation, and the evolving role of AI in nonprofit marketing. Whether you're looking to streamline operations or strengthen your organization's presence, this workshop will offer valuable takeaways for nonprofit leaders and creatives alike.
 - **Development and Fundraising Partnerships for Artists & Nonprofits**

In this workshop, participants will be introduced to diversified fundraising strategies tailored to today's evolving federal funding environment. Learn how individual artists can collaborate with 501(c)(3) organizations through fiscal sponsorships, explore a range of funding opportunities, and discover approaches to developing accessible, financially sustainable projects. The session will also cover how to build meaningful, strategic partnerships with cultural institutions to support responsible and successful project execution.

Fundraising Partnerships and Tax Awareness for Artists & Nonprofits

In this workshop, participants will be introduced to diversified fundraising strategies tailored to today's evolving federal funding environment. Learn how individual artists can collaborate with 501(c)(3) organizations through fiscal sponsorships, explore a range of funding opportunities, and discover approaches to developing accessible, financially sustainable projects. The session will also cover how to build meaningful, strategic partnerships with cultural institutions to support responsible and successful project execution. Participants will learn a few essentials of the federal tax code in regard to those who receive grant monies, and how tax burdens fluctuate whether the recipient is a non-profit, a business, or an individual. This workshop will offer valuable takeaways so grant recipients are not surprised when filing tax returns.

EXHIBIT B

STANDARD INSURANCE REQUIREMENTS

(Last Updated January 19, 2023)

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

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

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

a. Commercial General Liability - Occurrence Form

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

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

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

d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

e. Professional Liability \$2,000,000

f. Reserved.

4. **Reserved.**

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:

- a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
- b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
- c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
- d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

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