

AGREEMENT
among
FLAGSTAFF UNIFIED SCHOOL DISTRICT and
CITY OF FLAGSTAFF

THIS AGREEMENT (hereafter “Agreement”) is made and entered into effective the ____day of _____, 2025, by and between CITY OF FLAGSTAFF, a political subdivision of the State of Arizona (hereafter “City”), and FLAGSTAFF UNIFIED SCHOOL DISTRICT, a political subdivision of the State of Arizona (hereafter “District”). The City and District may be referred to in this Agreement individually as “Party” or together as “Parties,” as the case may be.

RECITALS

- A. WHEREAS, the Parties are members of a cooperative consortium known as the Alliance for the Second Century (hereafter the “Alliance”) through an intergovernmental agreement of the same name dated September 16, 2014 (hereafter the “Alliance IGA”), formed to address area-wide issues in the greater Flagstaff area and better leverage the resources of Alliance members for the benefit of the community; and
- B. WHEREAS, the Parties desire to enter into this Agreement to define the sharing of resources, their purpose, and the responsibilities of the Parties in conjunction with the program commonly referred to as **Community-Wide Out-of-School Time Programs (“OST Programs”)**, which the District provides primarily in concert with and through assistance from the FACTS Program (“FACTS”) and the Coconino Coalition for Children and Youth (“CCCY”); and
- C. WHEREAS, the OST Programs, provided primarily through FACTS and CCCY, have been created to provide children and youth with life skills, enrichment and academic support in a safe and drug-free environment, and to assist the Flagstaff community in developing resilient youth who are less likely to engage in high risk behaviors and who are more likely to become healthy, well-rounded adults, able to contribute to society in meaningful ways. The OST Programs have particular focus for the latchkey child who has no adult at home before or after the regular school day; and
- D. WHEREAS, the District and the City wish to enter into this Agreement regarding the City’s grant of funds for Fiscal Year 2026 and subsequent fiscal years subject to future City Council budget appropriations, through the District as the fiscal agent for the OST Programs, to be for OST Programs implementation, operation, and administrative costs, including the salary of the FACTS Program’s Coordinator and the CCCY Program’s Executive Director, each of which function as full-time employees of the District; and
- E. WHEREAS, the City has authority to enter into this Agreement pursuant to Arizona Revised Statute (“A.R.S.”) § 11-952 and the Flagstaff City Charter, Article I, Section 3; and
- F. WHEREAS, The District has authority to enter into this Agreement pursuant to A.R.S. §§ 11-952, 15-213, 15-341, 15-342, and 41-2632, and District Governing Board approval on _____, 2025.

NOW THEREFORE, in consideration of the mutual obligations and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1) TERM

- a) This Agreement will become effective on July 1, 2025, and continue in full force and effect until June 30, 2026. Subject to annual City Council budget appropriations and mutual written agreement between the City and District, this Agreement may be renewed for a maximum of nine (9) additional one (1) year terms. The City Manager and District Superintendent, or their designees, are hereby authorized to approve annual renewals of this Agreement.

2) CITY'S OBLIGATIONS

- a) Contribution to OST Programs. For Fiscal Year 2026, the City agrees to provide up to Three Hundred Nine Thousand Five Hundred and Nineteen Dollars (\$309,519.00) to the District for all direct expenditures made for OST Programs. Any payments for the salary of the FACTS Program's Coordinator would come under this area of funding. The funding for subsequent fiscal years will be determined through the City's annual budget process and documented in the applicable annual renewal agreement executed pursuant to Section 1(a) above. The annual renewal agreements will be added to this Agreement as appendices administratively—revisions to annual funding will not require a formal amendment to this Agreement.

City will disburse funds to the District on a reimbursement basis only, conditioned upon receipt of proof of payment and applicable, accurate, and complete reimbursement documents, as deemed necessary by the City, to be submitted by the District. Payments will be contingent upon receipt of all reporting requirements of the District under this Agreement. The amount invoiced should be based on actual expenditures with all back up documentation provided.

The funds disbursed by the City under this Agreement shall be used only for the OST Programs described in this Agreement. Any modification to quantity or scope of the OST Programs must be approved in writing by the City. The funds shall not be applied to Safe Learning Centers programs as they are considered educational programs instead.

- b) Contribution to CCCY. For Fiscal Year 2026, the City agrees to provide an additional Twenty-Two Thousand Four Hundred and Sixty-Nine Dollars (\$22,469.00) to the District as soon as practicable following execution of this Agreement, as fiscal agent for the OST Programs, for use in connection with the District's obligations in this Agreement to pay the salary of the CCCY Program's Executive Director position. The District shall cause the CCCY Program's Executive Director to provide leadership in developing and advocating for community-wide strategies dedicated to enhancing the quality of life for all children and youth in the community. The funding to pay for the CCCY Program's Executive Director position for subsequent fiscal years will be determined through the City's annual

budget process and documented in the applicable annual renewal agreement executed pursuant to Section 1(a) above.

3) DISTRICT'S OBLIGATIONS

- a) OST Programs. The District shall be the host agency for the OST Programs and shall develop and implement comprehensive OST Programs, as well as provide staff qualified to coordinate, implement, and evaluate the OST Programs within the City of Flagstaff. The funding provided under this Agreement shall only be used for programming at District schools and facilities within Flagstaff city limits.
- b) Fiscal Agent for OST Programs. The District agrees to serve as the fiscal agent for the OST Programs and shall administer payroll for payment of the FACTS Program's Coordinator and the CCCY Program's Executive Director. The District shall fund and provide workers' compensation insurance for each position, together with such employee benefits customarily provided its employees under the Northern Arizona Public Employees Benefit Trust and Arizona State Retirement Plan. Each position will be an employee of the District subject to the direction and control of the District. The District shall disburse to the OST Programs all funds received for such programs from the City and other sources that exceed those funds required to pay the salary of each position. The District shall disburse these funds as soon as practicable following the end of the District's fiscal year.
- c) Reporting and Overhead. The District shall provide financial reports to the OST Programs pertaining to such transactions. The District shall provide to the City such financial and other operational reports as the City may reasonably request during the term of this Agreement and will provide to the City, within ninety (90) days following termination of this Agreement, an accounting of all funds received and expended during the term of this Agreement, including any renewals, pursuant to Section 3 below. The District shall not charge administrative or overhead fees in connection with its services as fiscal agent for the OST Programs.

4) TERMINATION AND CANCELLATION

- a) Non-Appropriation. Each Party may terminate the Agreement due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to the non-appropriating Party.
- b) For Convenience. Either Party may terminate the Agreement for any reason by giving the other Party written notice of such termination no less than one hundred and eighty (180) days prior to the date of termination. If the Agreement is so terminated, the City's only payment obligation under the Agreement shall be for those services completed prior to the effective date of the termination.
- c) Conflict of Interest. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated by either Party, without penalty or further obligation, in accordance with the provisions of Arizona Revised Statutes Section 38-511, in the event of the occurrence of any of the circumstances described in Arizona Revised Statutes Section 38-511.

- d) Upon termination of this Agreement for any reason, the District must remit to the City any undistributed portion of the funds received from the City within forty-five (45) days after termination.

5) NOTICES

Any notice or other communication required or permitted to be given under this Agreement must be in writing and sent by mail or personal delivery to the Parties as follows, or to such other address or person as the Party may designate in writing:

If to the City:

Greg Clifton
City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to the District:

Michael A. Penca
Superintendent
Flagstaff Unified School District
3285 East Sparrow Avenue
Flagstaff, AZ 86004

6) AUTHORITY

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

7) INTEGRATION AND MERGER

Each of the Parties acknowledges and agrees that it has 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 the Agreement addresses.

8) WAIVER AND AMENDMENT

The failure to enforce any condition or covenant of this Agreement will not imply or constitute a waiver of the right to insist upon future performance of the condition or covenant, or of any other provision, nor will any waiver by a Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement. Any waiver or amendment of any of the provisions of this Agreement must be in writing and be executed by the Party against whom enforcement of the same is sought.

9) GENERAL INDEMNIFICATION

To the extent permitted by Arizona law, the District agrees to indemnify, defend, save, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses, including court costs, attorney's fees, and costs of claim processing, investigation, and litigation (hereinafter collectively referred to as "Claims") that arise out of any actual or alleged bodily injury to any person (including death) or property damage caused or alleged to have been caused, in whole or in part, by the acts, errors, omissions, or negligence of the District or any of District's directors, officers, agents, employees, or volunteers in connection with or incident to the OST Programs and any other actions arising from this Agreement. This

indemnity provision shall survive the termination, cancellation, or revocation, whether in whole or in part, of this Agreement.

10) FORCE MAJEURE

The Parties acknowledge that there may be events that occur during the term of this Agreement that are beyond the control of all Parties, including events of war, natural disasters, acts of terrorism, government acts or orders, epidemics, pandemics, public health emergencies, forest fires, floods, and other acts of God ("Force Majeure Event"). These events may result in a temporary modification of services provided and or funding allocation during the event.

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

SIGNATURE PAGE FOLLOWS

City of Flagstaff

Flagstaff Unified School District

Mayor

Michael A. Penca
Superintendent

Dated: _____

Dated: _____

Attest:

Approved as to Form:

City Clerk

Mangum Wall Stoops & Warden PLLC
Legal Counsel for District

Dated: _____

Dated: _____

Approved as to Form:

City Attorney's Office

Dated: _____