

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
:
Co-Submitter: Erin Young, Water Resources Manager
Co-Submitter: Stacey Brechler-Knaggs
Date: 09/30/2020
Meeting Date: 10/06/2020



TITLE:

Consideration and Adoption of Resolution No. 2020-58: A resolution approving an Intergovernmental Agreement between the City of Flagstaff and University of Arizona for water education through Arizona Project Wet.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-58 by title only
- 2) City Clerk reads Resolution No. 2020-58 by title only (if approved above)
- 3) Adopt Resolution No. 2020-58

Executive Summary:

Approval of the Intergovernmental Agreement ("IGA") for the Flagstaff Water Education Program Between the Arizona Board of Regents for and on behalf of the University of Arizona and the City of Flagstaff will formalize the partnership between the parties. Arizona Project WET (Water Education for Teachers) operates under the authority of the University of Arizona. Arizona Project WET provides water education throughout Arizona and has partnered with the City of Flagstaff on the annual Water Festival since 2005. Under this IGA, Arizona Project WET agrees to develop and deliver water-based K-12 educational content for Flagstaff schools, with guidance from the City of Flagstaff Water Conservation Program. This agreement will begin upon full execution and will continue for a 5-year initial term, with the ability to renew for an additional 5-year term.

Financial Impact:

Water Services has an on-going budget of \$15,000 per year in Water Fund, Water Resources Section account number 202-08-304-1062-0-4290 for educational content, as described in the scope of work Exhibit A. Grant funds and/or sponsorship dollars have historically reduced the annual cost to the City. The City agrees to waive indirect costs so that the total funding provides a greater direct benefit to the project.

Policy Impact:

Collaborating with Project WET supports Council Adopted Water Policy D 1.1 on Water Conservation Education

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Key Community Priorities: Environmental Stewardship

Key Community Objectives: Enhance community outreach and engagement opportunities; Provide environmental community outreach, education, and volunteer opportunities.

Regional Plan

Goal CC.5. Support and promote art, science, and education resources for all to experience

Has There Been Previous Council Decision on This:

There has not been previous council direction on this topic.

Options and Alternatives:

1. Approve the Agreement; or
2. Do not approve the Agreement and direct staff to support Arizona Project WET on an annual basis in a less formal manner.

Background/History:

Arizona Project WET has partnered with the City of Flagstaff Water Conservation Program on the annual Water Festival for 4th graders since 2005. During fiscal years 2017-2020, the two parties also partnered on additional water-based education for several FUSD schools, operating under a sole-source procurement. At the close of the fiscal year 2020, City staff proposed an IGA to formalize these programs under one umbrella, therefore eliminating the annual sole-source justification and scoping efforts.

Key Considerations:

This IGA formalizes the partnership that has existed between Arizona Project WET and the City of Flagstaff Water Conservation Program in some capacity since 2005. The execution of this IGA will clarify roles and responsibilities between the two parties and will streamline the annual provisioning of youth water-based education in Flagstaff schools on behalf of the Water Services Water Conservation Program. The annual Water Festival for 4th Grade students has served an average of 840 students a year in the 12 years of the program. The additional programming brings the Project WET curriculum to teachers in Flagstaff who request support in water resources and conservation education.

Expanded Financial Considerations:

This IGA specifies that up to \$15,000 annually may be paid to Arizona Project WET for water-based educational outreach in Flagstaff area schools. The Water Conservation Program has helped to defray these costs in the past by providing the majority of the supplies for the annual Water Festival, by contributing staff time where appropriate, and by securing annual sponsorships of the Water Festival from local companies such as SCA Tissue and Fratellis Pizza. Additionally, Arizona Project WET received a grant last year through the Arizona Community Foundation that covered most of the additional programming funds to offer the Project WET K-12 teacher support. City staff and Arizona Project WET staff will continue seeking funds each year to offset the total cost.

Community Benefits and Considerations:

We believe that the development and encouragement of a water ethic in the Flagstaff community is essential to achieving our water conservation goals, which are a critical component of our long term water resource planning. Providing youth education on water conservation serves two purposes: first, it ensures that Flagstaff community members understand the value and importance of water from an early age. Second, students bring home information about water conservation from school back to their families. Outreach that occurs at school also ensures equity, since there are families in our community that do not have the ability to attend events where we would normally provide this type of outreach such

as the Festival of Science or the annual Earth Day celebration.

Community Involvement:

The annual 4th Grade Water Festival is a wonderful collaboration between City staff, Arizona Project WET, and students from Northern Arizona University (NAU). NAU students and local teaches attend a free 6-hour workshop where they learn the water lessons from Project WET and City staff. This gives the students and teachers experience teaching the Project WET water units to the 4th grade students. The actual day of the event will see from 50 to over 100 volunteers of parents, city staff, and local business representatives. Sponsorship and support have historically come from SCA Tissue and Fratelli Pizza. With the closure of SCA Tissue, City staff will be seeking a new sponsor for the Festival in 2021.

Attachments: [Res. 2020-58](#)
 [Arizona Project WET IGA](#)
 [Exhibit A-Scope of Work](#)

RESOLUTION NO. 2020-58

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF UNIVERSITY OF ARIZONA FOR WATER EDUCATION THROUGH ARIZONA PROJECT WET

RECITALS:

WHEREAS, the City wishes to collaborate with Arizona Project WET to educate K-12 students about water resources and their importance to Flagstaff's future; and

WHEREAS, effective water education lessons will also inspire students and their families to adopt water conservation practices; and

WHEREAS, Arizona Project WET is equipped to develop and deliver targeted programming for Flagstaff teachers and students on these topics that meet one or more of Arizona's science standards.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That Arizona Project WET and the City of Flagstaff Water Conservation Program agree to collaborate on water-based K-12 educational content and instruction for a period of five (5) years, with the ability to renew the agreement for an additional five (5) years.

SECTION 2. That the City of Flagstaff Water Conservation Program will provide staff time to support this partnership along with funding of up to \$15,000 annually to Arizona Project WET for the provision of these services.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of October, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA

INTERGOVERNMENTAL AGREEMENT

Flagstaff Water Education Program Between Arizona Board of Regents for and on behalf of University of Arizona and the City of Flagstaff

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2020, by and between the CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona (“City”), and the ARIZONA BOARD OF REGENTS, a body corporate with perpetual succession pursuant to the laws of the State of Arizona, for and on behalf of University of Arizona, a public institution of higher education (“University”).

RECITALS:

WHEREAS, the City has authority to enter into this Agreement pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952 and the Flagstaff City Charter, Article I, Section 3; and

WHEREAS, the University has authority to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 15-1625; and

WHEREAS, the City is wanting to collaborate with the University of Arizona, Arizona Project WET (APW) to educate K-12 students about their interconnected water resources and their importance to Flagstaff’s future. Effective water education lessons will also inspire students to adopt water conservation practices; and

WHEREAS, the University of Arizona, Arizona Project WET program develops water stewardship and STEM literacy by providing teacher professional development that evolves instructional practice and deepens content knowledge, direct student outreach that delivers and extends classroom learning, and community engagement; and

WHEREAS, the parties intend to develop and deliver targeted programs relevant to the Flagstaff area that assist teaching in meeting one or more of the new Arizona science standards, per targeted grade level, while providing real world relevancy for student engagement.

AGREEMENT:

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

The purpose of this Agreement is to cover the activities related to the Flagstaff Water Education Program.

TERM AND TERMINATION:

This Agreement will begin upon full execution and continue for five (5) years (“Initial Term”). At the end of the Initial Term, the parties will determine if an extended period of time is needed to gather information regarding the composition of the program, and may enter into an

amendment to renew the Agreement for one (1) additional five (5) years (“Renewal Term”). The Initial Term and Renewal Term, if exercised, will cover the duration of the pilot program period. At the end of the pilot program period, the parties will determine whether or not to enter into an agreement for a long term program which will establish the specific responsibilities, costs and payment obligations between the parties.

Notwithstanding the foregoing, either party may terminate this Agreement for convenience by providing the other party ninety (90) days’ prior written notice.

RESPONSIBILITIES:

City shall be responsible for the following activities:

1. Provide funding in the amount of up to **\$15,000** per year on a reimbursement basis for water education lessons facilitated through inquiry and exploration within the City of Flagstaff service area, see scope of work Exhibit A.
2. The City agrees to waive the indirect cost so that the total funding provides a greater direct benefit to the project.
3. Work with Arizona Project WET staff and others to ensure educational content is pertinent to the City of Flagstaff service area.
4. Analyze evaluation data and metrics collected by Arizona Project WET to ensure school district staff and participants find the Arizona Project WET trainings effective and helpful in meeting the Arizona science standards per targeted grade level.

University shall be responsible for the following activities:

1. Provide educator professional development that evolves instructional practice and deepens content knowledge.
2. Work with the Water Services staff and school district to identify grade level specific lessons for interested teachers.
3. Immerse educators in the use of Systems Thinking.
4. Deepen educator’ understanding of Arizona’s water resources and water science.
5. Provide an impactful STEM unit that enables educators to engage students in STEM learning focused their own water resources and protection of it.
6. Support educators in the delivery of STEM unites by assisting with the logistical planning and delivery of key curriculum components.
7. Direct student-directed learning experiences that extend classroom learning.
8. Evaluate student and educator knowledge and skill gains using assessment tools.
9. Engage the community in learning about water resource challenges and issues pertinent to the Flagstaff area.

10. The University agrees to waive the indirect cost so that the total funding provides a greater direct benefit to the project.

PERSONNEL:

Except for the purposes of A.R.S. § 23-1022 D., personnel of either party will not for any other purpose be considered employees or agents of the other party. Each party assumes full responsibility for the actions of its personnel while performing activities and services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including but not limited to withholding of income taxes and social security), workers' compensation and disability benefits.

INSURANCE AND INDEMNIFICATION:

1. University shall maintain adequate insurance (through the Arizona Department of Administration Risk Management Division, which is a self-insurance program) to cover any liability arising from the acts and omissions of University employees or agents participating in the pilot program. University shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of City employees or agents.
2. City shall maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of City employees or agents participating in the pilot program. City shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of University employees or agents.
3. 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's 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/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, indemnitor's officer, officials, agents, employees, or volunteers.

NONAPPROPRIATION:

If the City's performance under this Agreement depends upon the appropriation of funds by the City Council or the University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the City Council or the Arizona Legislature, respectively, fails to appropriate the funds necessary for performance, then either the City or the University may provide written notice to the other party and immediately cancel this

Agreement without further obligation of either party. Appropriation is a legislative act and is beyond the control of the parties.

RECORD INSPECTION AND RETENTION:

The parties agree to retain all books, accounts, reports, files and other records relating to the Agreement and to make such records available at all reasonable times for inspection and audit by the University or Auditor General of the State of Arizona, or their agents, during the term of and for a period of five (5) years after completion of this Agreement.

CONFLICT OF INTEREST:

In accordance with A.R.S. § 38-511, this Agreement may be cancelled for conflict of interest within three (3) years after its execution, without penalty or further liability.

NON-DISCRIMINATION:

The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, non-discrimination, including the Americans with Disabilities Act, sexual orientation, or gender identity or expression.

THIRD PARTY BENEFICIARIES:

This Agreement is intended for the exclusive benefit of the parties hereto. Nothing herein is intended to create any rights or responsibilities to third parties.

ASSIGNMENT:

Neither party shall have the right to assign this Agreement without prior written consent of the other party.

MANNER OF FINANCING:

Each party to this Agreement shall be responsible for its own costs and budgeting for performance of their respective obligations.

DISPUTES AND ARBITRATION:

In the event of a dispute between the parties to this Agreement, the parties shall attempt to resolve the disagreement on an informal, good faith basis. If that fails, pursuant to A.R.S. §12-1518, the parties acknowledge and agree that they may be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by A.R.S. § 12-133.

RELATIONSHIP AND USE OF MARKS:

Except as otherwise agreed in writing, the parties acknowledge that the relationship created by this Agreement is limited to a pilot program. Neither party shall make any representations stating or implying the parties engage in broader transactions or that a party is otherwise associated with the other without first obtaining express written permission from the other party. In addition, neither party shall use any trade name, trademark, service mark, logo, domain name, nor any other distinctive brand feature owned or used by the other party without its express written authorization.

NOTICES:

To City of Flagstaff:
City Manager
City of Flagstaff
211 W Aspen Ave
Flagstaff, AZ 86001

To University of Arizona:
Sponsored Projects & Contracting Services
University of Arizona
PO Box 210158, Room 515
Tucson, AZ 85721-0158

with copy to:

Water Conservation Specialist
City of Flagstaff
211 W Aspen Ave
Flagstaff, AZ 86001

GENERAL PROVISIONS:

1. Both parties agree to meet monthly during the term of this Agreement to discuss the quantity and quality of the material being delivered by the University, as well as the costs incurred under the pilot program.
2. No payments beyond those identified in RESPONSIBILITIES above will be exchanged between the parties during the term of this Agreement. If the determination is made to

enter into a long term program at the conclusion of the pilot program period, any costs associated with the long term program will be identified in a subsequent agreement between the parties.

COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

AMENDMENTS AND RELATED AGREEMENTS:

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof as of the date of execution. All amendments or modifications of this Agreement shall be in writing and approved by the parties.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the day and date first above written.

**ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF
UNIVERSITY OF ARIZONA**

Mark A. Drury, Contracts Manager Date
Sponsored Projects & Contracting Services

The undersigned has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Board of Regents.

Josh Estavillo, Associate General Counsel Date

CITY OF FLAGSTAFF

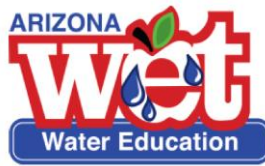
Coral Evans, Mayor Date

Attest:

City Clerk

The undersigned has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Flagstaff.

City Attorney Date



Flagstaff Water Education Program

Exhibit A – Scope of Work

I. Purpose

The purpose of this partnership is to educate K-12 students about their interconnected water resources and their importance to Flagstaff's future. Effective water education lessons will also inspire students to adopt water conservation practices.

II. Goals

Develop and deliver targeted programs that assist educators in meeting science standards while providing real world relevancy for student engagement. Working with Flagstaff area schools, local non-profits and non-formal educators, Arizona Project WET will identify grade level specific lessons for interested teachers. Options may include:

- Water Scene Investigation Program - Classroom or virtual visits (with a homework assignment in between)
- 50-minute facilitated sessions on the groundwater system using flow models
- 50-minute interactive lesson on watersheds that includes forest and burned area runoff and retention
- Offer new school water audit opportunities to existing SWAP teachers to audit and retrofit new parts of their schools, other schools and or public buildings
- Other water conservation education lessons, including virtual lessons
- Annual Water Festival and accompanying classroom assistance for 4th graders
- STEM Events and/or Festivals

III. Objectives

This program will work to build understanding on the following objectives (not all students will meet the same objectives). Participating students will:

- see relationships between Flagstaff's interconnected water resources
- make connections to their water supplies and needs
- explore the watershed that they live in and how it functions in their lives
- construct explanations using evidence about regional and local water management
- examine evidence of drought impacts
- apply water conservation and efficiency strategies
- become water stewards and wise water users

IV. Background

Arizona Project WET develops water stewardship and STEM literacy by: 1) providing teacher professional development that evolves instructional practice and deepens content knowledge, 2) direct student outreach that delivers or extends classroom learning, and 3) community engagement. For over a decade, the APW Program has delivered effective water education that teaches water science and stewardship and inspires responsible decision making and water conservation.

V. Budget

APW will utilize \$8,000 of the annual budget to fund a part-time hourly Instructional Specialist, and up to \$7,000 for the annual Water Festival, teacher classroom assistance, teacher workshops and STEM events. The Instructional Specialist will report to the Director of APW and be a part of the statewide APW team but will be housed at the Coconino County Cooperative Extension Office. The Specialist will provide their own transportation, have a valid AZ driver's license and current vehicle insurance to travel within Coconino County.

Total Cost: up to \$15,000 annually for in person and/or virtual water education lessons facilitated through inquiry and exploration within City of Flagstaff service area.