

MOU BETWEEN ICF and COF

1. Identification of Parties

This is an Memorandum of Understanding (MOU) between Indigenous Circle of Flagstaff (ICF), a registered 501(c)(3) organization, now designated by the City of Flagstaff as its partner in the development of the Indigenous Community and Cultural Center (ICCC), and the City of Flagstaff (COF), with the Indigenous Affairs Administrator (IAA), on behalf of the Communication and Civic Engagement Division, as primary contact.

Each party pledges to honor and respect the authorities by which the other acts. For ICF, this authority includes our Indigenous relatives of all nations, especially those who live in the region and hold reverence for the Peaks, inclusive of age and gender. Through this circle of relatives, ICF holds itself responsible to the sacredness of the ground, the sacred beings, and the elements and directions among whom the ICCC is being placed. For COF it is the authority given to the city by its residents, as provided in, and in accordance and compliance with all applicable federal, state, and municipal laws and regulations.

2. Purpose and Scope

The purpose of this MOU is to enable ICF and COF to collaborate successfully in a spirit of kinship in the development of the ICCC, during the interim leading up to the leasing of City owned property and/or licensing of ICF as operator of the ICCC.

3. Roles and Responsibilities

The top-level goals necessary to reach this objective include the following:

3.1. Planning, design, and development of appropriate ICCC space, including comprehensive review of Thorpe Park Annex (TPA) site plan and former Fleet Maintenance Building (FMB) for the ultimate use and operation by ICF for the ICCC. COF and ICF will collaborate on this goal to the extent that it involves City owned property. ICF is primarily responsible for the vision and implementation of the ICCC and its programming.

3.2. Identification of a location for viable and feasible ICF office space during the development of the ICCC and for the management/implementation of interim ICF and/or ICCC programming. COF and ICF are currently considering the west side of the FMB as a potential location; however, COF and ICF understand that alternative location(s) may need to be considered based on the existing condition of the FMB, remediation and renovation costs, and other unknown factors. COF and ICF will collaborate on this goal.

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3.3. To the extent COF and ICF elect to move forward with locating ICF at the FMB, the City, previously allocated COF funds may be used, subject to federal, state and local procurement and purchasing laws and regulations for the COF. COF and ICF will collaborate on this goal.

3.4 COF has made initial preparations of the FMB, including removal of all City owned tangible personal property and performance of the basic clean-up of the FMB (commonly understood as “broom sweep”) in preparation for future use of the FMB for the ICCC under a lease and/or license.

3.5. FMB renovation, including conceptual design, architectural plans, contracting, construction, landscaping, and inspection. This will be a ICF responsibility, with conceptual input from the COF, shared input on approving plans, as well as selecting architect(s) and contractors, all of which must comply with federal, state and local procurement and purchasing laws and regulations for the COF. COF and ICF will collaborate on this goal to the extent it involves COF funding. After COF funding is exhausted, this will primarily be ICF’s responsibility, subject to the terms of any lease or license between COF and ICF.

3.5.1. Specific responsibilities, permissions, and limitations for ICF and COF in respect to renovation activities and contracting authority need to be discussed and agreed upon and be in compliance with federal, state and local procurement and purchasing laws and regulations for the COF.

3.5.2. ICF will facilitate cultural sensitivity training for contractors as needed, to ensure that construction materials and activities will honor Indigenous cultural responsibilities and protocols.

3.6. Fundraising to accomplish all these goals, including coordination of resources held by both parties. ICF will assume primary responsibility for this, with assistance from COF in identifying funding opportunities.

3.7. Hiring of personnel and development of organizational structure and financial policies and procedures to enable ICF to assume its management responsibilities. This is ICF’s responsibility.

3.8. Continued development of programming that will be housed at ICCC. This will include setting tiered rates for outside rentals of ICCC space and a process to manage these arrangements. ICF responsibility, in communication with its community and in compliance with federal, state and local laws for the COF.

3.9. ICF will develop plans for the TPA outdoor spaces, including landscape design and planting (what, when, where, and how) with respect, in coordination with the Thorpe Park Annex Concept Design. The TPA outdoor spaces to be used by ICF are generally

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defined in **Exhibit A**. Exhibit A will serve as the basis for the future lease/license between COF and ICF.

4. Timelines and Deadlines

Dates included herein are early estimates and are not binding upon ICF or COF. As architectural plans are developed, estimates obtained from contractors, and funding raised and ready to be spent, a more detailed schedule will be agreed upon in an amendment. This amendment will include processes in place to respond to missed deadlines (see Section 5. Communication).

ICF Priorities and timelines

During its Strategic Planning retreat February 20-22, 2026, ICF identified priorities and expectations for the next five years. Goals related to the ICCC are listed below, further informed by the walk-through ICF officers did on April 3rd with PROSE representatives and three contractors who will provide estimates for the COF.

Based on preliminary information, the project will be divided into 3 phases, with the goal of making each part of the building up to code and ready for occupancy and public use as follows:

- Phase 1: West Addition (apx. 60 ft. x 60 ft.)
- Phase 2: North Addition (apx. 30 ft. x 180 ft.), not included in the table below.
- Phase 3: Original Shop (apx. 60 ft. x 120 ft.), not included in the table below.

	Goal	Funding	Timeline
4.1.	Repair water leak; improve building security	COF \$200K	ASAP
4.2.	Hire a Consulting Project Director	Internal ICF funds	End of summer, 2026
4.3.	Review consultant estimates & finalize initial design, construction, and fundraising targets	N/A	
4.4.	Establish financial and HR infrastructure; convert Consulting Project Director to Executive Director	Internal ICF funds	
4.5.	Fundraising Campaign: Raise \$3 million for Phase 1	Internal ICF funds	Ongoing
4.6.	Identify and sign contract with architect	Contingent on fundraising; possibly including COF \$200K	End of fall, 2026
4.7.	Sign contractor and begin work on Phase 1	Contingent on fundraising; possibly including COF \$200K	Spring, 2027; completion date TBD

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5. Communication

5.1. Meetings of the working group (ICF and IAA) will be held weekly at first, or less often later by mutual agreement.

5.2. Contractors retained by ICF will update ICF on progress based on their respective agreements, or whenever changes occur that could modify the work schedule, materials, methods, or results. Any contractors retained by COF will report directly to COF according to their respective agreements and COF will communicate with ICF as appropriate.

5.3. ICF and partners will update each other weekly or sooner with any changes to budgeted or non-budgeted expenses.

5.4. COF and ICF agree to cooperate and participate in any required and/or appropriate communications with the COF city council, subject to applicable regulations.

6. Dispute resolution

6.1. In the event of significant dispute, ICF will utilize Peacemaking principles and relationship with the mountain, plants, animals, inclusive of all 14 Indigenous nations who revere the mountain as well as other Indigenous and non-Indigenous relatives and traditions.

6.2. ICF understands COF is subject to applicable federal, state, and local regulations and ICF agrees that any significant dispute involving COF that cannot be resolved informally after reasonable efforts by the parties is subject to resolution by a court of competent jurisdiction applying applicable Arizona law.

7. Confidentiality

7.1. All specifics of bidding and budgets will be held in confidence among the working group, except information that is required by law to be made public pursuant to all federal, state and local laws regarding procurement and purchasing for the COF. ICF understands and agrees that information provided to COF may be subject to disclosure under applicable public records laws.

7.2. ICF will determine and advise COF on any cultural words or actions that need to be held in confidence, subject to the limitations of Section 7.1.

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8. Non-Binding Legal Status and Termination

8.1. The MOU will automatically terminate upon the execution of a lease and/or license to ICF for the FMB and/or TPA outdoor space as generally defined in Exhibit A.

8.2. The parties understand that this MOU is non-binding under COF Charter and City Code and may be terminated by: (1) agreement of the parties; (2) by COF with 180 day notice to ICF.

IN WITNESS WHEREOF, the parties hereto execute this Memorandum of Understanding in good faith.

INDIGENOUS CIRCLE OF FLAGSTAFF

CITY OF FLAGSTAFF

By: _____

By: _____

Title: _____

Title: City Manager

Date: _____

Date: _____

Attest:

City Clerk

Approved as to form:

Approved as to form:

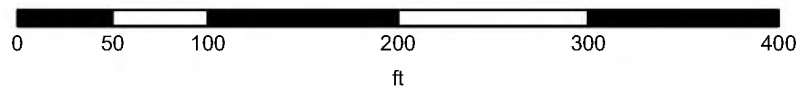
By:

City Attorney

Exhibit A



ArcGIS Web Map



City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.



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THORPE PARK ANNEX

FINAL CONCEPT



LEGEND:

- Native Pollinator Gardens
- Native Revegetation Gardens
- Orchard
- 15' Path
- 10' Path
- 5' Path
- Gathering Space
- Bench/Table
- Interpretive Signage

Six Pickleball courts will be located at the current Thorpe Bark Park.

Re-examine the skatepark/pumptrack location.

