

**FIRST AMENDMENT TO  
AMENDED AND RESTATED MASTER INTERGOVERNMENTAL AGREEMENT**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this "FIRST Amendment") is made and entered into effective as of the 1st day of July, 2020 (the "Effective Date"), by and among Coconino County, a body politic and corporate of the State of Arizona ("**Coconino County**"); the City of Flagstaff, an Arizona municipal corporation ("**Flagstaff**"); the Arizona Board of Regents, acting for and on behalf of Northern Arizona University, an Arizona state university ("**Northern Arizona University**") and Coconino Community College. The parties to this Restated Master IGA may be referred to herein collectively as the Parties or each individually as a Party.

**RECITALS:**

A. The Parties entered into the Amended and Restated Master Intergovernmental Agreement for the continuation of the IPTA dated July 1, 2013, (the "Restated Master IGA").

B. The Parties now desire to amend the Restated Master IGA to update liability insurance requirements reflective of the risk, loss history, and current market for Liability Insurance.

**AGREEMENTS:**

NOW, THEREFORE, for and in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Restated Master IGA as follows:

1. Section 16.1, "**NAIPTA Liability Insurance**" is amended to replace prior language in its entirety with the following:

16.1 **NAIPTA Liability Insurance.**

- a. NAIPTA shall maintain insurance for its property on a replacement cost all risk special form coverage basis at currently appraised values, and shall insure its fleet of vehicles for automobile physical damage.
- b. At a minimum, NAIPTA shall maintain general liability, automobile liability, and employment practices liability with limits of at least one million dollar in coverage with a Five Million Dollar (\$5,000,000.00) aggregate and a Twenty Million Dollar (\$20,000,000) excess or umbrella policy that is over each of the lines of coverage. NAIPTA shall also maintain statutory workers' compensation coverage for its employees

with employer's liability limits of at least: (i) One Million Dollars (\$1,000,000.00) for each accident; (ii) One Million Dollars (\$1,000,000.00) for each employee by disease; and One Million Dollars (\$1,000,000.00) by disease; with a Five Million Dollar (\$5,000,000.00) umbrella over its employer's liability policy limits, NAIPTA will purchase the insurance policies and keep them on file for all Members to review.

- c. NAIPTA will name the Members, their agents, officials, employees and volunteers as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability, employment practices liability, employee benefits liability, and Directors and Officers errors and omissions liability, and will specify that the insurance afforded by NAIPTA for general liability, automobile liability, employment practices liability, employee benefits liability, and Directors and Officers errors and omissions liability is primary insurance and that any insurance coverage carried or self-insurance by the Member, any department or any employee of the Member will be excess coverage and not contributory insurance to that provided by NAIPTA. Said policies must contain a severability of interest provision.
- d. NAIPTA will comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. The insurer must agree to waive all rights of subrogation against the Member and their officers, agents, employees and volunteers for losses arising from work performed by NAIPTA.
- e. NAIPTA shall evidence its required insurance coverages and endorsements to Member entities each year within fifteen (15) days of the anniversary date of 07/01. If a policy does expire during the life of the Agreement, a renewal certificate must be sent to Member entities within fifteen (15) days of the expiration date.

2. Section 16.4, "Insurance Policies" is amended to replace prior language in its entirety with the following:

16.4. **Insurance Policies.** Insurance obtained to meet the requirements of this Agreement shall be obtained from: (a) insurers rated A- or better in Best's Insurance Guide; and/or (b) from an insurance pool with current financial resources deemed acceptable by review of their current financial statements by the Board or their appointed designee.

3. **Incorporation of Recitals and Attachments.** The Recitals are acknowledged to be true and correct and are hereby incorporated as agreements of the Parties, and the Attachments are incorporated herein as if fully set forth in this First Amendment.

4. **Reaffirmation of Restated Master IGA.** Except as amended by this First Amendment, the Restated Master IGA shall remain in full force and effect. In the event of any

conflict between this First Amendment and the Restated Master IGA the terms of this First Amendment shall prevail.

5. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this First Amendment may be transmitted between them via facsimile or email. The Parties intend that the faxes or emailed signatures constitute original signatures and that a faxed or emailed agreement containing the signatures (original, emailed or faxed) of all the Parties is binding upon the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Master IGA.

Attest:

\_\_\_\_\_  
Clerk of Board of Supervisors

COCONINO COUNTY,  
a body corporate and politic of the State  
of Arizona limited partnership

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

CITY OF FLAGSTAFF,  
an Arizona municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

NORTHERN ARIZONA UNIVERSITY,  
an Arizona State University, by the  
Arizona Board of Regents

By: \_\_\_\_\_

Its: \_\_\_\_\_

COCONINO COMMUNITY COLLEGE

By: \_\_\_\_\_

Its: \_\_\_\_\_

**PROPER FORM AND AUTHORITY**

This Restated Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

By: \_\_\_\_\_  
Coconino County Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

By: \_\_\_\_\_  
Flagstaff City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

By: \_\_\_\_\_  
Attorney for Arizona Board of Regents

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

By: \_\_\_\_\_  
Attorney for Coconino Community College