

**AMENDED AND RESTATED
MASTER INTERGOVERNMENTAL AGREEMENT**

This Amended and Restated Master Intergovernmental Agreement (this "**Restated Master IGA**") is made effective as of the 1st day of July, 2013 (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 County Community College District**, an Arizona community college district. The parties to this Restated Master IGA may be referred to herein collectively as the Parties or each individually as a Party.

RECITALS

A. Arizona Revised Statutes Title 28, Chapter 26 (the "**Statutes**"), authorizes the formation of an intergovernmental public transportation authority ("**IPTA**") in any county having a population of two hundred thousand persons or less. The board of the IPTA is to conduct a periodic survey of transportation needs in the authority and determine an appropriate public transportation system to meet those needs and the means to finance the system.

B. On or about March 15, 2006, and pursuant to the authority vested in them by the Statutes, Coconino County, Yavapai County, Flagstaff, the City of Cottonwood ("**Cottonwood**") and the City of Sedona ("**Sedona**") entered into a Master Intergovernmental Agreement (the "**Master IGA**") for the formation of the Northern Arizona Intergovernmental Public Transportation Authority ("**NAIPTA**"). Pursuant to the provisions of the Statutes, Northern Arizona University became a member of NAIPTA by intergovernmental agreement dated October 19, 2007. The goal of the parties in creating NAIPTA was to take a regional, collaborative approach to creating a comprehensive integrated Regional Transportation System.

C. The governing bodies of Cottonwood and Sedona subsequently determined that they wished to resign from NAIPTA and that Cottonwood should assume responsibility for the operation of the CAT system. Pursuant to the approvals of their respective city councils, Cottonwood and Sedona withdrew from NAIPTA effective June 30, 2012.

D. On or about February 19 2013, the Yavapai County Board of Supervisors voted to withdraw from NAIPTA, effective June 30, 2013.

E. In 2009, the state legislature amended Arizona Revised Statutes Title 28, Chapter 26 to provide that a community college that is located in a municipality that is a member of an IPTA may become a member of the authority by Intergovernmental Agreement. Coconino County Community College District now wishes to join NAIPTA.

F. The purpose of this Restated Master IGA is to provide for the continuation of the IPTA, for the addition of new members and amended boundaries, and for changes to the composition of the Transit Advisory Committee ("**TAC**").

AGREEMENTS

1. **Goals.** The goals of the Parties in creating the IPTA are to take a regional, collaborative approach to creating a comprehensive integrated Regional Transportation System that provides a seamless transition from various transportation modes while serving the transportation needs of the region efficiently. The Regional Transportation System will have a strong central system with excellent frequency provided to outlying areas and their communities in a way that addresses each Party's unique transit needs. The Regional Transportation System will provide services that assist each of the Parties to meet federal transit-related requirements, with an equitable allocation of costs.

2. **Names and Authority.** The name of the IPTA is the Northern Arizona Intergovernmental Public Transportation Authority ("**NAIPTA**"). NAIPTA is a corporate body and political subdivision of the State of Arizona, with all of the power and privileges granted to it by law. The terms "NAIPTA" and "IPTA" may both be used in this Restated Master IGA to refer to the intergovernmental public transportation authority created hereby.

3. **Members and Board of Directors.**

3.1. **Members.** The Members of NAIPTA, pursuant to the terms of this Restated Master IGA are:

- A. Coconino County
- B. Flagstaff
- C. Northern Arizona University
- D. Coconino County Community College District

3.2. **Board of Directors.** NAIPTA shall be governed by a Board of Directors consisting of at least five (5) and not more than nine (9) members (the "**Board**"). Upon the approval and execution of this Restated Master IGA by all Parties, the Board shall be comprised of five (5) directors, consisting of one (1) member of the Coconino County Board of Supervisors or designee; two (2) members of the Flagstaff City Council or designees; one (1) member of the Northern Arizona University administration appointed by the Northern Arizona University President, and the President of Coconino County Community College District or designee. In the event that additional municipalities join NAIPTA, the number of directors may be increased (to a maximum of nine (9) directors) by a vote of the Board. In the event that additional Board positions are created by the Board pursuant to this section, the Board shall, subject to the statutory requirement that Board membership shall be apportioned among the participating municipalities according to their respective populations, request one or more member municipalities to appoint a director to fill the new position.

3.2.1. Directors serve five-year staggered terms on the Board. The Coconino County Community College District director shall serve an initial term of four (4) years, and thereafter shall serve five-year terms. Directors appointed to the Board prior to the Effective Date shall continue to serve their existing terms on the Board.

3.2.2. A member agency may remove its appointed director for cause, as determined by the governing body of such member agency.

3.2.3. The Board shall elect a chairperson and other officers from among its members and shall, by Rules of Procedure approved by a majority of the Board, prescribe their functions and terms and conditions of appointment.

3.2.4. Alternate directors may be appointed pursuant to the NAIPTA Rules of Procedure.

3.3. **Powers of Board of Directors.** The Board shall have all of the powers set forth in A.R.S. § 28-9122 (the "**Statutory Powers**"), and those powers necessary to implement the Statutory Powers.

3.4. **Membership Fees.** Membership fees shall be assessed against Members represented on the Board, to offset the Board's administrative expenses and to establish a NAIPTA general fund, as further described in Section 9.3.2 of this Restated Master IGA (the "**General Fund**"). Fees shall be Five Hundred Dollars (\$500.00) per seat for the fiscal year commencing July 1, 2013. The annual fee may be adjusted by the Board through the budget process.

3.5. **End of Year Funds.** At the end of the fiscal year, any shortfall in the NAIPTA budget shall be charged to the Members in a manner consistent with the NAIPTA Cost Allocation methodology set forth in Section 10.3 and with the terms of the Service IGA's then in effect. Monies remaining in NAIPTA's accounts at the end of the fiscal year shall be deposited in the General Fund.

4. **Boundaries.** The boundaries of NAIPTA include all territory within the corporate boundaries of Flagstaff and the portions of unincorporated territory in Coconino County described on Exhibit "A" and depicted on Exhibit "B."

5. **Changes in Membership and Boundaries.**

5.1. **Addition of New Members.** The Board may, by a vote of a majority of those voting thereon, increase the membership of NAIPTA to include additional municipalities located in counties that have a population of two hundred thousand (200,000) or less on the Effective Date (a "**New Member**"). The vote to add a New Member shall be taken upon written application of the proposed New Member. The application shall include:

A. A complete description of any transportation system or transit services operated in or by the New Member, including but not limited to the routes, ridership, assets, and liabilities of such system or service;

B. A Service IGA and Service Provider IGA, as appropriate, between the New Member and NAIPTA that provides for the integration of any transportation system or transit service operated in or by the New Member, into the Regional Transportation System.

5.2. **Amendment to Boundaries of the IPTA.**

5.2.1. At such time as a New Member is admitted to NAIPTA, this Restated Master IGA shall be amended to include the New Member as a Party to this Restated Master IGA and to increase the boundaries of NAIPTA to include the jurisdictional area of the New Member as well as any unincorporated areas of a county that are between the New Member and the existing boundaries of NAIPTA and any unincorporated areas that a Board of Supervisors has determined should be included in NAIPTA in order to serve the needs of the New Member. A depiction of the amended boundaries shall be attached to this Restated Master IGA as an exhibit and be incorporated herein by reference without the need to formally amend this IGA.

5.2.2. In the event that a member resigns from NAIPTA as further set forth in Section 6.4, this Restated Master IGA and the boundaries of NAIPTA shall be amended in a manner consistent with such resignation.

6. **Dissolution/Resignation.**

6.1. **Proposal to Dissolve the IPTA.** A majority of all of the directors appointed to the Board may propose at a public meeting that NAIPTA be dissolved, provided that all contractual obligations and debts of NAIPTA are satisfied or transferred to another governmental entity or entities, and provided further that such governmental entity or entities will accept dedication of all NAIPTA property and assume all NAIPTA obligations. A public hearing on the proposed dissolution shall be held not less than fifteen (15) nor more than thirty (30) days after the proposal is made.

6.2. **Plan of Termination.** Following the public hearing held pursuant to Section 6.1, the Board shall adopt by resolution a plan of termination to be executed within a stated period of time after it is adopted. The plan of termination shall include a schedule for transferring the assets and obligations of NAIPTA to a governmental entity or entities named in the Plan.

6.3. **Growth of County Population.** The growth of a county's population to more than two hundred thousand persons shall not cause the dissolution of NAIPTA by operation of law.

6.4. **Resignation.** A member may resign from NAIPTA upon consultation with the Board, in which case the boundaries shall be amended pursuant to Section 5.2.2. Prior to the Resignation of a Member pursuant to this Section, the Board must determine how the resignation will impact the Regional Transportation System or the services provided to the remaining Members.

7. **Power and Authority.** NAIPTA has sole authority for designing, operating and maintaining the Regional Transportation System, including a regional bus

system (the "**Bus System**") and community funded transportation services including dial-a-ride programs and special needs transportation services in the boundaries established by, and subject to the terms and conditions of, this Restated Master IGA and the Service IGAs.

7.1. **Existing and New Services.** The Parties understand and agree that Existing Transit Services are currently provided by one or more of the Parties to this Restated Master IGA, and that it is in the interest of achieving the goals of this Restated Master IGA, that such Parties continue to provide the Existing Transit Services during the planning and initial implementation period for the Regional Transportation System (the "**Transition Period**"). No new Transit Services may be provided by a Party after the Effective Date, except as provided in the plans for the Regional Transportation System.

7.2. **Coordination.** The Board shall be responsible for coordinating and implementing among the Parties the establishment of the Regional Transportation System, subject to the terms of this Restated Master IGA, the Service IGA's and the Service Provider IGA's.

7.3. **Contract for Operation of Bus System.** The Board may enter into a contract with public or private entities to operate the Bus System or any part thereof.

7.4. **Rules and Regulations.** The Board shall adopt rules (the "**Rules and Regulations**") that are proper and necessary to the use, operation and maintenance of its Regional Transportation System, property, facilities and service. The Board shall hold one public hearing within the boundaries of NAIPTA prior to adopting Rules and Regulations and any amendments or additions to such Rules and Regulations.

7.5. **Committees.** In addition to the Transit Advisory Committee established pursuant to Section 11 of this Restated Master IGA, The Board may appoint subcommittees as it deems necessary to provide input to the Board concerning operational matters of NAIPTA, including but not limited to finance, personnel, and customer service matters.

8. **Planning and Programming.**

8.1. **Survey of Public Transportation.** The Board will conduct a survey of public transportation needs in NAIPTA, or may adopt, with such additions and updates as it deems appropriate, a survey which has been conducted within the last two (2) years for all or part of the area included in NAIPTA (the "**Transportation Survey**").

8.2. **Public Transportation System.** The Board shall determine an appropriate Regional Transportation System to serve the public transportation needs identified in the Transportation Survey, and the means to finance the Transportation System:

8.3. **Transportation Program.** Each year, on or before the 31st day of March, the Board will produce a five-year public transportation program (the "**Transportation Program**") that is consistent with the regional transportation plan approved by the Northern Arizona Council of Governments ("**NACOG**") and the Flagstaff Metropolitan Planning Organization ("**FMPO**"). The Transportation Program shall:

8.3.1. Contain public transportation projects financed with monies from federal, state and local funding;

8.3.2. Contain a description of each project, including a schedule of expenditures and a source of funding for each project;

8.3.3. Identify the entity that is responsible for implementing each project or phase of the Transportation Program;

8.3.4. Define and identify regional public transportation corridors;

8.3.5. Define the public transportation problems, goals and needs for each corridor and policies and priorities for meeting those goals and needs;

8.3.6. Determine a mix of public transportation modes appropriate for development in light of the public transportation goals and needs for each corridor;

8.3.7. Locate routes and access points to the public transportation system.

8.3.8. Determine the ridership capacity and use of public transportation systems.

8.3.9. Include the capital and operating costs of the Regional Transportation System, presented on an individual fiscal year basis.

8.3.10. Set forth the revenue needed by source, according to A.R.S. § 28-9142, to fund the Regional Transportation System, presented on an individual fiscal year basis.

8.4. **Advertising Policy.** The Board shall, with input from the Members, prescribe a uniform advertising policy for all vehicles and equipment utilized to provide Transit Services as part of the Regional Transportation System (the "**Advertising Policy**"). The Advertising Policy shall be deemed incorporated by reference into each Service IGA, provided however, that entities that operate Existing Transit Services for the period provided in Section 7.1 shall be exempt from the Advertising Policy for the Transition Period, to the extent the Advertising Policy conflicts with an adopted advertising policy of the entity providing the Existing Transit Services. Advertising Revenues arising out of contracts entered into after the Effective Date of this Restated Master IGA shall be deposited into the General Fund.

9. **Budgeting and Finance.**
30. 9.1. **Fiscal Year.** The fiscal year of the IPTA shall be July 1 – June

9.2. **IPTA Treasurer and Accounting System.**

9.2.1. **Treasurer.** NAIPTA shall appoint an IPTA treasurer or may enter into an intergovernmental agreement with the Coconino County Treasurer to provide financial services for NAIPTA. The treasurer shall furnish a surety bond to be approved by the Board, to be conditioned upon the faithful performance of his duties. The premium for the bond shall be paid by NAIPTA.

9.2.2. **Budget Controls.**

9.2.2.1. The NAIPTA accounting system and financial management shall comply with generally accepted accounting principles.

9.2.2.2. NAIPTA will comply with Federal Transit Administration (“FTA”) guidelines for finance, procurement, performance and disposition of assets and shall be in compliance with the FTA requirements.

9.2.2.3. NAIPTA will institute a program of proper internal controls for business conducted by the IPTA.

9.3. **Public transportation authority fund.**

9.3.1. **Establishment of Fund.** NAIPTA treasurer shall maintain a Public Transportation Authority Fund (the "**Transportation Fund**") consisting of all monies received by NAIPTA including:

- A. Monies appropriated or paid to NAIPTA by Members;
- B. Monies received by NAIPTA from the federal government or the State of Arizona
- C. Grants, gifts and other donations from any source.
- D. Revenues collected by NAIPTA as fares and other proceeds from operating the public transportation system.

9.3.2. **General Fund.** Within the Transportation Fund there shall be created a special General Fund, consisting of End of Year Funds as set forth in Section 3.5 and Advertising Funds, as set forth in Section 8.4, together with any grants, gifts or other donations given to NAIPTA for the specific purpose of maintaining a General Fund.

9.3.2.1. Monies in the General Fund are intended to provide NAIPTA with the flexibility to respond to unforeseen crises or unanticipated

emergencies, when such response is in the best interest of the NAIPTA member agencies, as determined by the Board.

9.3.2.2. To the extent possible, General Fund uses will be identified during the annual budget process and adopted by the Board. The Board may, by vote taken at a public meeting, authorize additional uses of General Fund monies to address needs that were not identified during the budget process.

9.3.2.3. NAIPTA may attach repayment provisions to grants and loans from the General Fund, on a case-by-case basis.

9.3.3. **Use of Funds.**

9.3.3.1. Except as otherwise provided in Section 9.3.2, monies in the Transportation Fund may be used for any lawful purpose of NAIPTA.

9.3.3.2. The NAIPTA treasurer may invest any unexpended monies in the Transportation Fund as provided by state law, including the local government investment pool if authorized by the state treasurer. Interest and other income from investments shall be credited to the Transportation Fund.

9.3.3.3. The NAIPTA treasurer shall invest monies to mature at the times when the fund assets will be required for the purposes of this article. If the liquid assets in the fund become insufficient to meet NAIPTA's obligations, the board of directors shall:

A. Direct the IPTA treasurer to liquidate sufficient securities to meet all of the current obligations; and

B. Immediately notify the auditor general of the insufficiency. The auditor general shall investigate and audit the circumstances surrounding the depletion of the Transportation Fund and report the findings to the board.

9.3.3.4. The Board shall cause an annual audit to be conducted of the Transportation Fund by an independent certified public accountant within one hundred twenty days after the end of the fiscal year. The Board shall formally approve and thereafter immediately file a certified copy of the audit with the auditor general. The auditor general may make further audits and examinations as necessary, but if the auditor general takes no official action within thirty days after the audit is filed, the audit is considered to be sufficient. The Board shall pay all fees and costs of the certified public accountant and auditor general under this subsection from the fund.

9.4. **Annual Budget.** No later than June 30 of each year, the Board shall hold a public hearing to adopt and submit to the governing body of each of the Members a budget for the following fiscal year that includes:

A. Receipts during the past fiscal year;

B. Expenditures during the past fiscal year;

- C. Estimates of amounts necessary for expenses during the following fiscal year including amounts proposed for:
 - 1. Costs of maintaining, operating and managing the public Transportation System;
 - 2. Promotional and marketing expenses of NAIPTA for the following year;
- D. Anticipated revenue to NAIPTA in the following fiscal year;
- E. A complete asset and liability statement;
- F. A statement of profit or loss from operations;
- G. Cash on hand as of the date the budget is adopted and the anticipated balance at the end of the current fiscal year.
- H. An itemized statement of commitments, reserves and anticipated obligations for the following fiscal year.

9.4.1. The Board may amend the budget on the finding of good cause.

9.4.2. The first year of said annual Transportation Program shall form the basis for the budget of NAIPTA.

10. **Responsibilities of the Members.**

10.1. **Planning.**

10.1.1. Each of the Members shall, upon request, collaborate with the planning staff of NAIPTA as required by the FTA to maintain the Transportation Plan.

10.1.2. Each of the Members shall, upon request, provide NAIPTA planning staff with updates for inclusion in the Transportation Plan and/or Transportation Program as appropriate.

10.2. **Funding.**

10.2.1. Each Member will maintain a fund balance with NAIPTA equal to three (3) months of the Member's annual transit operating budget. This fund balance will be deposited to and managed by NAIPTA for the benefit of the Member's operations. At no time shall the fund balance fall below a three (3) month reserve.

10.2.2. NAIPTA is the designated recipient of federal funds for the area included in the boundaries of NAIPTA. Each of the Members shall, at the request of NAIPTA, take such actions as are necessary to secure federal funds for the area included in the boundaries of NAIPTA, and will support the pursuit of federal funds that will benefit NAIPTA.

10.3. **Cost Allocation for Transportation Services.**

10.3.1. All direct costs to provide Transportation Services shall be the responsibility of the Member requesting the Transportation Services, who shall provide evidence satisfactory to the Board that funds to meet such costs are or will be available when needed.

10.3.2. Administrative Costs will be allocated among the Members based upon an agreed upon methodology and consistent with OMS A87 where applicable.

10.3.3. Working capital is the amount to be paid by each Member to NAIPTA, in proportion to the impacts of service provided to that Member by NAIPTA and as further defined in the Service IGA's.

10.4. **Capital Transportation Costs.** Capital costs shall be allocated in the Service IGA's.

11. **Transit Advisory Committee.**

11.1. **Membership.** The Transit Advisory Committee ("**TAC**") shall consist of the Coconino County Manager or designee; a Coconino County citizen appointed by the Board of Supervisors; Flagstaff City Manager or designee; a Flagstaff citizen appointed by the City Council; Northern Arizona University Vice President of Administration or designee; Coconino County Community College District Vice-President or designee; the Manager of the Flagstaff Metropolitan Planning Organization; the Student Senate President from Northern Arizona University or designee; the Student Senate President from Coconino County Community College or designee; and, at the discretion of the Board, a representative of a business or economic development association. Additional guest members from surrounding communities may be invited by the TAC Chair as needed to hold meaningful regional discussions. Such invitations are intended to be for a temporary period as necessary for the particular topic. The Student Senate Presidents and guest members shall be ex-officio, non-voting members.

11.2. **Terms of Office.** Citizen members of the TAC shall serve for terms of three years each.

11.3. **Responsibilities.** The TAC shall: (i) serve an advisory role to the NAIPTA CEO and General Manager; (ii) meet monthly or as required to discuss operational and intergovernmental issues; review financial plans; review funding opportunities; review staffing, administration and capital plans; review ridership enhancement policies; and consider liability issues; (iii) consider and comment upon staff and consultant recommendations related to transit service; (iv) convene public meetings on behalf of NAIPTA transit services to gain citizen feedback and input; and, (v) review and comment upon policies affecting NAIPTA.

12. **Service IGA's.** Each agency wishing to purchase transit services from NAIPTA shall be required to enter into a Service IGA that describes the services to be

purchased and assigns responsibilities for construction, operation and maintenance of the services and related capital improvements.

Each agency wishing to provide services as part of the Regional Transportation System shall be required to enter into a Service Provider IGA that describes the services to be provided, including routes, schedules, and equipment.

13. **Records and Audit Rights.** Each Member's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by NAIPTA or a funding agency to substantiate charges and claims related to this Restated Master IGA shall be open to inspection and subject to audit and/or reproduction by authorized representatives of NAIPTA, the FTA, and the Auditor General of the State of Arizona ("**Auditors**"), as applicable to the extent necessary to adequately permit evaluation and verification of the performance of the work, and to conduct and prepare all audits and reports required by law. Auditors shall be afforded access, at reasonable times and places, to all of a Member's records and personnel, pursuant to the provisions of this Section, throughout the terms of this Agreement, and for a period of five (5) years after last or final payment.

14. **Mediation.**

14.1. **Dispute Resolution.** If a dispute arises out of or relates to this agreement and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure.

14.2. **Mediation Venue and Procedure.** Mediation will take place in Flagstaff, Arizona, be self-administered and be conducted under the CPR Mediation Procedures established by the CPR - Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties.

14.3. **Commencement of Mediation.** Either Party may refer the dispute to mediation by sending by U.S. mail, certified and return receipt requested, to the other Party or Parties a written notice (the "**Mediation Notice**") calling on the other Party or Parties to proceed to mediation. The Party or Parties who have received a Mediation Notice shall contact the Party calling for mediation seven (7) days from receipt of the Notice to confirm receipt of the Mediation Notice and to begin the mediator selection process.

14.4. **Mediator Selection.** Unless the Parties agree otherwise, the Parties shall select the mediator(s) from the roster of attorney mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. If the Parties are unable to agree upon a mediator within ten business days of the confirmation of receipt of Mediation Notice, each Party shall independently inform the Director of the Alternative Dispute Resolution Program of the Coconino County Superior Court (the "**Director**") of three attorney mediators from that roster that are acceptable

to the Party, and further, inform the Director of any preference as to matters such as whether co-mediation is preferable, mediation style, subject matter expertise, or other factors pertinent to the case. The Director shall then select one or more attorney mediators from the Parties' lists or such other attorney mediator(s) from the above noted roster as the Director may deem, in the Director's sole discretion, appropriate under the circumstances.

14.5. **Fees and Costs.** Each Party agrees to bear its own fees and costs in mediation. The Parties shall enter into a written agreement with the mediator(s) regarding the mediator(s)' fees and expenses before the first mediation session. The Parties shall share equally the mediators' fees and mediation expenses.

14.6. **Subsequent or Contemporaneous Contracts.** The Parties shall include the provisions of this Section 14 in all subcontracts relating to the Services.

14.7. **Participation in Mediation.** The Parties agree to encourage participation in mediation by all relevant parties. The Parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation.

14.8. **No Waiver.** This section does not constitute a waiver of the Parties' rights to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

15. **Term.** This IGA shall be for an Initial Term of twenty-five (25) years, commencing on the Effective Date of this Agreement.

16. **Insurance and Indemnification.**

16.1. **NAIPTA Liability Insurance.** NAIPTA shall maintain insurance for activities associated with operating a public transportation system. Insurance provided by NAIPTA will include property, general liability, business/auto transit, public officials' errors and omissions, employment practices liability and umbrella liability at levels deemed appropriate by the NAIPTA Board of Directors. NAIPTA will purchase the insurance policies and keep them on file for all members to review, and provide certificates of insurance naming each member as additional insured. Such insurance shall be in an amount of not less than Thirty Million Dollars (\$30,000,000.00).

16.2. **Member Liability Insurance.** NAIPTA is not responsible or liable for transit operations that member agencies conduct on their own.

16.3. **Additional Insurance.** Service IGA's and Service Provider IGA's may require additional insurance to be maintained against risks arising from or related to the services provided pursuant to such IGA. The requirements of this Section 16 shall not be interpreted or construed to relieve members that currently or in the future elect to provide transportation or transit services under their own auspices, from the obligation to maintain insurances coverage in amounts they deem necessary.

16.4. **Insurance Policies.** Insurance required hereunder shall be in companies rated AA or better in "Best's Insurance Guide."

16.5. **Indemnification.** Each Party to this Restated Master IGA (as "**Indemnitor**") agrees to defend, indemnify and hold harmless the other Parties, and their officers, officials, employees, agents, representatives and directors (collectively the "**Indemnitees**") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys' fees and other reasonable costs of defense and any appeals) (collectively "**Claims**"), which may be imposed upon, incurred by or asserted against the Indemnitees, attributable (directly or indirectly) to, or arising in any manner by reason of, the act, omission, negligence, misconduct or other fault of the Indemnitor, or of any agent, officer, servant or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable in the performance of this Restated Master IGA.

Insurance provisions set forth in this Restated Master IGA are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

17. **Conflict of Interest.** This Agreement is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. § 38-511.

18. **Adherence to Laws.** NAIPTA and all committees, subcommittees and advisory committees appointed by the Board agree that they are subject to and shall adhere to all of the requirements of the Arizona Open Meeting Law (A.R.S. §38-431 et seq.), the Conflicts of Interest Law (A.R.S. § 38-501 et seq.) and the Public Records Law (A.R.S. §39-121 et seq.) as they may from time to time be amended.

19. **General Provisions.**

19.1. **Incorporation of Recitals.** The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

19.2. **Entire Agreement.** This Restated Master IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

19.3. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

19.4. **Assignability.** This Agreement is nonassignable in whole or in part by any Party hereto without the written consent of all Parties.

19.5. **Modifications.** Except as otherwise specifically provided in this Restated Master IGA, any amendment, modification or variation from the terms of this Restated Master IGA requires the written approval of all Parties.

19.6. **Attorney's Fees.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Restated Master IGA, or on account of any breach or default of this Restated Master IGA, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, as determined by the arbitrator or court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment.

19.7. **Notices.** All notices or demands required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express services at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to: Coconino County:

County Manager
219 E. Cherry Ave.
Flagstaff, Arizona 86001
Tel: 928-779-6690
Fax: 928-779-6687

If to Flagstaff:

City Manager
211 W. Aspen Ave.
Flagstaff, Arizona 86001
Tel: 928-779-6504
Fax: 928-214-2415

If to Northern Arizona University:

Vice President for Administration
& Finance
P. O. Box 4088
Flagstaff, Arizona 86011
Tel: 928-523-2708
Fax: 928-523-4230

If to Coconino County Community College
District:

Vice President for Business and
Administration
2800 South Lone Tree Rd.
Flagstaff, Arizona
Tel: 928-226-4209
Fax: 928-226-4501

19.8. **Force Majeure.** No Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

19.9. **Counterparts.** This Restated Master IGA may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Restated Master IGA shall be deemed to possess the full force and effect of the original.

19.10. **Captions.** The captions used in this Restated Master IGA are solely for the convenience of the Parties, do not constitute a part of this Restated Master IGA and are not to be used to construe or interpret this Restated Master IGA.

19.11. **Severability.** If any term or provision of this Restated Master IGA shall be found to be illegal or unenforceable, then outstanding such illegality or unenforceability, this Restated Master IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

19.12. **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Restated Master IGA, and that the person signing on behalf of each has been properly authorized and empowered to enter this Restated Master IGA. Each Party further acknowledges that it has read this Restated Master IGA, understands it, and agrees to be bound by it.

19.13. **No Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a Party to this Agreement.

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: _____

ARIZONA BOARD OF REGENTS for
and on behalf of Northern Arizona
University

By: _____

Its: _____

COCONINO COUNTY COMMUNITY
COLLEGE DISTRICT

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 County Community College District

Dated this _____ day of _____, 201__

By: _____

NAIPTA General Counsel

EXHIBIT A
BOUNDARIES OF NAIPTA
LEGAL DESCRIPTION

EXHIBIT A

Five hundred and twenty five square miles, more or less, situated in Coconino County, Arizona, more particularly described as follows;

BEGINNING at the southeast corner of Section 26, Township 20 North, Range 9 East, Gila and Salt River Meridian (G&SRM);

Thence westerly along the south line of Sections 26 through 30, Township 20 North, Range 9 East, G&SRM, the south line of Sections 25 through 30, Township 20 North, Range 8 East, G&SRM, the south line of Sections 25 through 30, Township 20 North, Range 7 East, G&SRM, the south line of Sections 25 through 30, Township 20 North, Range 6 East, G&SRM, and the south line of Sections 25 and 26 Township 20 North, Range 5 East, G&SRM, to the southwest corner of said Section 26, Township 20 North, Range 5 East;

Thence northerly along the west line of Sections 26, 23, 14, 11, and 2, Township 20 North, Range 5 East, G&SRM, to the northwest corner of said Section 2, Township 20 North, Range 5 East;

Thence easterly along the north line of said Section 2 to the southwest corner of Section 35, Township 21 North, Range 5 East, G&SRM;

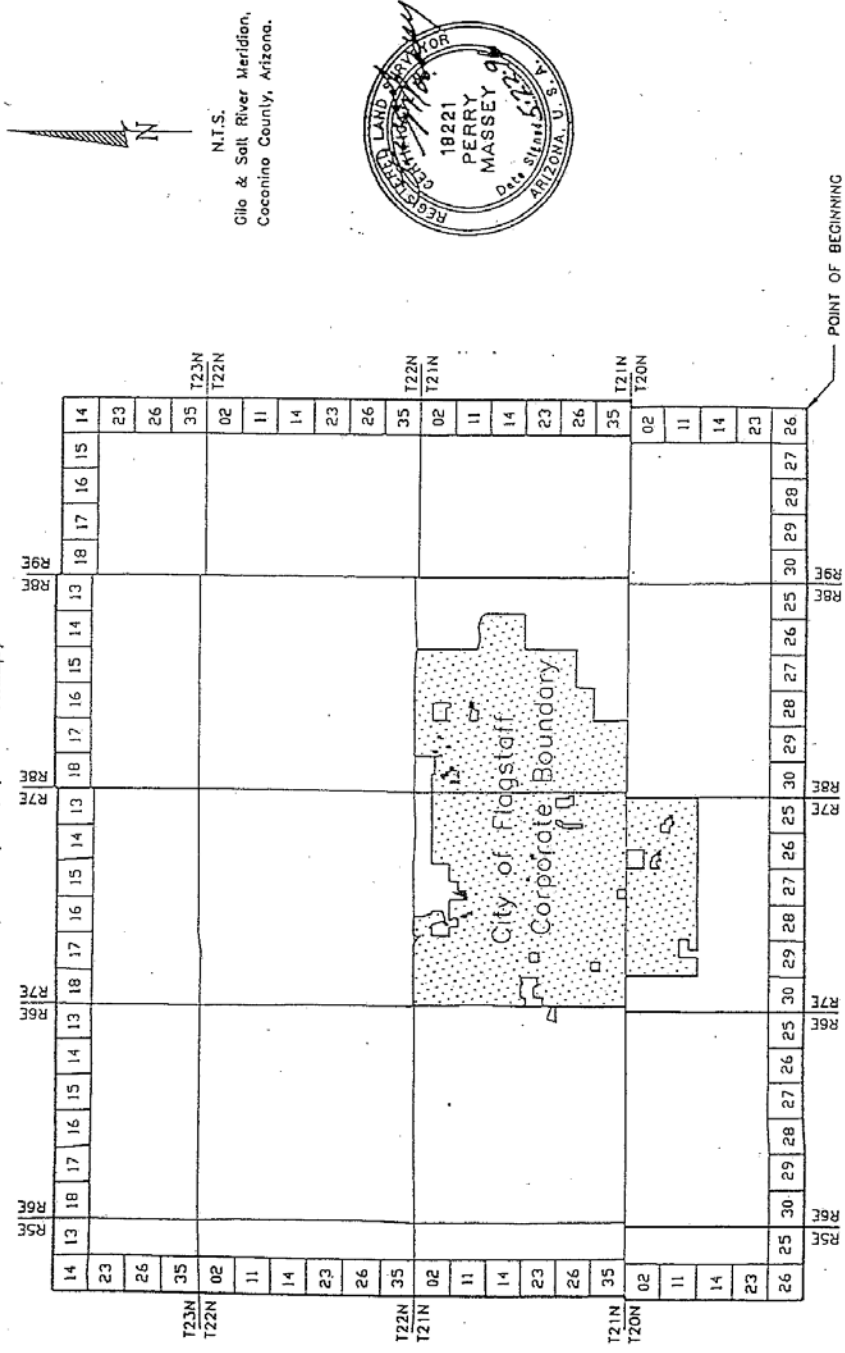
Thence northerly along the west line of Sections 35, 26, 23, 14, 11, and 2, Township 21 North, Range 5 East, G&SRM, the west line of Sections 35, 26, 23, 14, 11, and 2, Township 22 North, Range 5 East, G&SRM, the west line of Sections 35, 26, 23, and 14, Township 23 North, Range 5 East, G&SRM, to the northwest corner of said Section 14, Township 23 North, Range 5 East;

Thence easterly along the north line of Sections 14 and 13, Township 23 North, Range 5 East, G&SRM, the north line of Sections 18 through 13, Township 23 North, Range 6 East, G&SRM, the north line of Sections 18 through 13, Township 23 North, Range 7 East, G&SRM, to the northeast corner of said Section 13, Township 23 North, Range 7 East;

Thence northerly along the west line of Section 18, Township 23 North, Range 8 East, G&SRM, to the northwest corner of said Section 18;

Thence westerly along the northerly line of Sections 18 through 13, Township 23 North Range 8 East, G&SRM, to the northeast corner of said Section 13;

FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION BOUNDARY
 (525 +/- SQUARE MILES)



N.T.S.
 Gila & Salt River Meridian,
 Coconino County, Arizona.



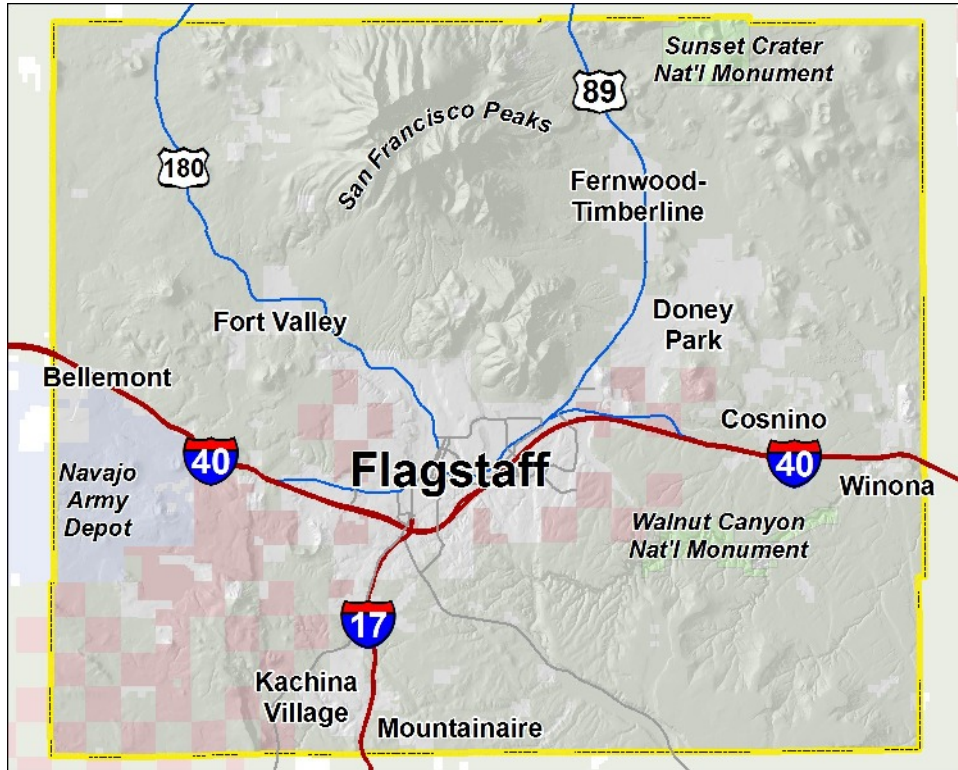
EXHIBIT A-1

CITY OF FLAGSTAFF

ENGINEERING DIVISION

Drawn by:
 R. BLACK
 Date:
 5/14/96

EXHIBIT B
BOUNDARIES OF NAIPTA
DEPICTION



PHOENIX 53963-1 31127v7
PHOENIX 53963-1 31127v7
PHOENIX 53963-1 31127v7
PHOENIX 53963-1 31127v7

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

Attest:

Wendy Engler
Clerk of Board of Supervisors

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

By: [Signature]

Its: Chairwoman
Board of Supervisors

Attest:

City Clerk

CITY OF FLAGSTAFF,
an Arizona municipal corporation

By: _____

Its: _____

ARIZONA BOARD OF REGENTS for
and on behalf of Northern Arizona
University

By: _____

Its: _____

COCONINO COUNTY COMMUNITY
COLLEGE DISTRICT

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 20 day of May, 2013

By: [Signature]

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 County Community College District

Dated this _____ day of _____, 201__

By: _____

NAIPTA General Counsel

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: City Manager _____

ARIZONA BOARD OF REGENTS for
and on behalf of Northern Arizona
University

By: _____

Its: _____

COCONINO COUNTY COMMUNITY
COLLEGE DISTRICT

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 21st day of May, 2013

By: Michelle D'Andrea

Flagstaff City Attorney

Dated this _____ day of _____, 201__

By: _____

Attorney for Arizona Board of Regents

Dated this _____ day of _____, 201__

By: _____

Attorney for Coconino County Community College District

Dated this _____ day of _____, 201__

By: _____

NAIPTA General Counsel

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:

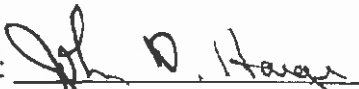
City Clerk

CITY OF FLAGSTAFF,
an Arizona municipal corporation

By: _____

Its: _____

ARIZONA BOARD OF REGENTS for
and on behalf of Northern Arizona
University

By:  _____

Its: _____

COCONINO COUNTY COMMUNITY
COLLEGE DISTRICT

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 14th day of July, 2013

By: Marta Newman by Nicholas J. Parker

Attorney for Arizona Board of Regents

Dated this _____ day of _____, 201__

By: _____

Attorney for Coconino County Community College District

Dated this _____ day of _____, 201__

By: _____

NAIPTA General Counsel

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: President

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 29th day of January, 201__

By: _____
Attorney for Coconino Community College

Dated this _____ day of _____, 201__

By: _____
NAIPTA General Counsel

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 County Community College District

Dated this 3rd day of June, 2013

By: 

NAIPTA General Counsel