

**FLAGSTAFF ALLIANCE FOR THE SECOND CENTURY  
INTERGOVERNMENTAL AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereafter "Agreement") dated November  
19th, 2020 between the **ARIZONA BOARD OF REGENTS for and on behalf of**  
**NORTHERN ARIZONA UNIVERSITY** (hereafter "NAU"), **CITY OF FLAGSTAFF**  
(hereafter "City"), **COCONINO COUNTY** (hereafter "County"), **COCONINO COUNTY**  
**COMMUNITY COLLEGE DISTRICT** (hereafter "Community College"), **FLAGSTAFF**  
**UNIFIED SCHOOL DISTRICT** (hereafter "District"), and **NORTHERN ARIZONA**  
**INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY** (hereafter  
"Mountain Line") is to permit the Parties to participate in intergovernmental procurement  
pursuant to Arizona Revised Statutes ("A.R.S.") and rules of the applicable legislative or other  
governing bodies as provided herein. NAU, City, County, Community College, District, and  
Mountain Line may be referred to individually as Party or collectively as Parties.

**ARTICLE 1 - TERM**

1. This Agreement shall be for a period of ten (10) years effective from the date of final signature of the Parties.
2. Upon mutual consent of the Parties, this Agreement may be extended through an addendum signed by all Parties. No extension term may exceed ten (10) years.

**ARTICLE 2 - AUTHORITY**

1. NAU is authorized to enter into this Agreement pursuant to A.R.S. 11-952 and Arizona Board of Regents Policy 3-808.
2. City of Flagstaff is authorized to enter into this Agreement pursuant to A.R.S. 11-952 and 41-2632 and Article I, Section 3 of the Flagstaff City Charter.
3. Coconino County is authorized to enter into this Agreement pursuant to A.R.S. 11-952 and 41-2632 and Board of Supervisors action of \_\_\_\_\_, 2020.
4. Community College is authorized to enter into this Agreement pursuant to A.R.S. 11-952 and 41-2632 and Coconino County Community College District Governing Board action of \_\_\_\_\_, 2020.
5. The District is authorized to enter into this Agreement pursuant to A.R.S. 11-952, 15-213, 15-341, 15-342, and 41-2632 and Governing Board action of \_\_\_\_\_, 2020.
6. Mountain Line is authorized to enter into this Agreement pursuant to A.R.S. 11-952.

### **ARTICLE 3 - PURPOSE**

1. The purpose of this Agreement shall be to permit the Parties to participate in, sponsor, conduct and/or administer cooperative purchasing agreements for the procurement of any materials, services, professional services, construction or construction services in accordance with an agreement entered into between the applicable Parties defining the specific scope of the work.
2. Under this Agreement, the Parties may:
  - a. Sponsor, conduct, and/or administer a cooperative agreement for the procurement or disposal of any materials, services, or construction;
  - b. Cooperatively use materials or services;
  - c. Commonly use or share warehousing facilities, capital equipment and other facilities;
  - d. Provide personnel, except that the requesting Party shall pay the Party providing the personnel the direct and indirect cost of providing the personnel;
  - e. On request and subject to reimbursement of reasonable and necessary costs when applicable, make available to each other informational, technical or other services or software that may assist in improving the efficiency or economy of procurement.

### **ARTICLE 4 – RESPONSIBILITIES OF EACH PARTY**

1. Cover all costs associated with its individual activities relative to this Agreement, including but not limited to materials, utilities, maintenance, and personnel.
2. Ensure purchase orders issued against any other Party's bid documents and/or contracts are in accordance with the pricing and terms and conditions established in the bid document and/or contract.
3. Ordering of materials, equipment or services under this Agreement.
4. Make timely payments to the vendor or other Party in accordance with the terms and conditions of bid or contract documents or the agreement as set forth in **ARTICLE 3.1.** of this Agreement.
5. Exercise any rights or remedies under its agreement with a vendor as a result of utilizing bid and/or contract documents originated by any or all Parties to this Agreement;

however, the Party who administered the bid and/or contract documents, without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.

#### **ARTICLE 5 – INSURANCE AND INDEMNIFICATION**

1. Each Party shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the acts and omissions of the Party's employees or agents. The Parties may include specific insurance requirements in individual agreements as applicable.
2. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party(ies) (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.

#### **ARTICLE 6 - TERMINATION**

1. Any Party may terminate its participation in this Agreement upon ninety (90) days written notice to all the Parties to this Agreement. Providing that at least two (2) Parties remain as participants in this Agreement, the Agreement shall remain in effect with the remaining Parties.
2. The Parties understand that this Agreement may be cancelled by action of any successor legislative or other governing body. It is further agreed that if the Agreement is cancelled, no damages to any of the respective Parties shall result from such cancellation.
3. The Parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes (A.R.S.) §38-511.

#### **ARTICLE 7 – NONDISCRIMINATION**

The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration (Executive Order 13465 – Employment Eligibility Verification, E-Verify; 73 FR 67704), nondiscrimination (Executive Order 11246), and affirmative action. The Parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex, or national

origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

#### **ARTICLE 8 - ARBITRATION**

The Parties will 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.

#### **ARTICLE 9 – RECORDS 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 other Party(ies) or Auditor General of the State of Arizona, or their agents, during the term of and for a period of 5 years after the completion of the Agreement.

#### **ARTICLE 10 – FINAL AGREEMENT**

This Agreement represents the final agreement of the Parties and supersedes any prior written or oral agreements between the Parties.

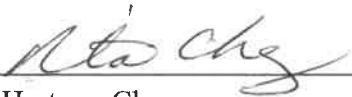
#### **ARTICLE 11 - COUNTERPARTS**

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.

[Signatures on Following Pages]

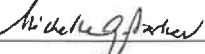
IN WITNESS WHEREOF, the Parties hereto have read and agree to the terms and conditions herein and have executed this Agreement as of the last signature hereof:

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

  
\_\_\_\_\_  
Name: Rita Hartung Cheng  
Title: President  
Date: 10/2/2020

REPRESENTING ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF  
NORTHERN ARIZONA UNIVERSITY:

The undersigned counsel for Northern Arizona University has reviewed the Agreement and determined that the Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

Signature:   
\_\_\_\_\_  
Name: Michelle G. Parker  
Title: General Counsel  
Date: October 1st, 2020

**CITY OF FLAGSTAFF**

**Coral J. Evans, MBA**

Digitally signed by Coral J. Evans, MBA  
DN: cn=Coral J. Evans, MBA, o=City of Flagstaff, ou=Mayor,  
email=cevans@flagstaffaz.gov, c=US  
Date: 2020.10.12 09:56:26 -07'00'

Name: Coral Evans

Title: Mayor

Date: October 12, 2020

**REPRESENTING CITY OF FLAGSTAFF:**

The undersigned counsel for the City of Flagstaff has reviewed the Agreement and determined that the Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

**Sterling T.**

Signature: Solomon

Digitally signed by Sterling T.  
Solomon  
Date: 2020.10.09 13:33:30 -07'00'

Name: Sterling Solomon

Title: City Attorney

Date: October 9, 2020

**Stacy**

Attest: Saltzburg

Digitally signed by Stacy Saltzburg  
DN: cn=Stacy Saltzburg, o=City of  
Flagstaff, ou=City Clerk,  
email=stacy.saltzburg@flagstaffaz.gov,  
c=US  
Date: 2020.10.12 10:02:05 -07'00'

Title: City Clerk

Date: October 12, 2020

**COCONINO COUNTY**



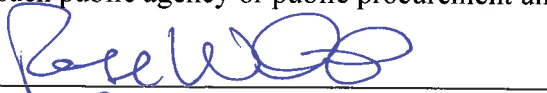
Name:

Title: Chairman, Board of Supervisors

Date: 10/27/20

**REPRESENTING COCONINO COUNTY:**

The undersigned counsel for the Coconino County has reviewed the Agreement and determined that the Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

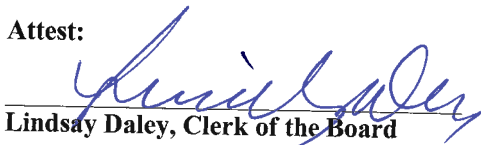


Name: Rose Winkler

Title: Deputy County Attorney

Date: 10/27/20

**Attest:**

  
Lindsay Daley, Clerk of the Board

**COCONINO COMMUNITY COLLEGE**



Name:

Title: President

Date: 11/19/2020

**REPRESENTING COCONINO COUNTY COMMUNITY COLLEGE DISTRICT:**

The undersigned counsel for the Coconino County Community College District has reviewed the Agreement and determined that the Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

Signature:



Name:

NATHAN S. HEST

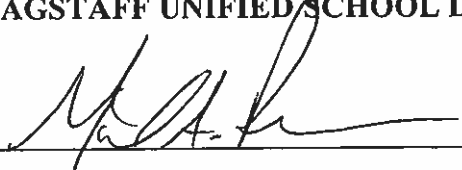
Title:

ATTORNEY

Date:

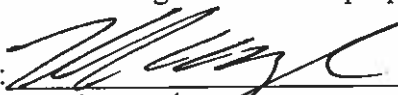
Oct. 13/2020

**FLAGSTAFF UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Superintendent  
Date: 9/30/2020

**REPRESENTING FLAGSTAFF UNIFIED SCHOOL DISTRICT:**

The undersigned counsel for the Flagstaff Unified School District has reviewed the Agreement and determined that the Agreement is in proper form.

Signature:   
\_\_\_\_\_  
Name: Brandon Kavanaugh - Mangem Wall Stoops + Warden PLLC  
Title: Partner/Member  
Date: 10/2/2020

**MOUNTAIN LINE**

*Heather Dalmolin*

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Name: Heather Dalmolin  
Title: CEO and General Manager  
Date: 10/15/2020

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**REPRESENTING MOUNTAIN LINE:**

The undersigned counsel for NAIPTA has reviewed the Agreement and determined that the Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

*Todd A. Baxter*  

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Name: *Todd A. Baxter*  
Title: *Member, Dickinson Wright PLLC*  
Date: *10/15/20*

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