



## Routing Slip for Contract/Agreement

Date: 11/17/2022

Meeting Date: 11/15/2022

Agenda Item #: 5

Department: Comm. Dev.

Agenda Item Key #: 368809

Dear: Jay

- Please keep this fully executed agreement/contract for your records. A copy has been filed in the Clerk's office.
- Please keep one fully executed copy of this agreement/contract for your records and return one copy to the vendor or intergovernmental signer (which ever applies). A copy has been filed in the Clerk's office.
- Please obtain the missing signature(s) and return one fully executed copy to the Clerk of the Board to be filed for record purposes. (Please return this cover page or a post-it-note that includes meeting date, department/agenda item and/or agenda item key number.)

Thank you,

Nicholas Hanley  
BOS Clerk's Office

### Submitter's return information:

Document expiration date: \_\_\_\_\_

Document destruction date per AZ State Library Archives statute: \_\_\_\_\_

AZ State Library Archives Schedule Number: \_\_\_\_\_

Record Series Number: \_\_\_\_\_

\_\_\_\_\_  
Signature





Item #5

Meeting Date: 11/15/2022

Agenda Key: 36889

**DATE:** 11/15/2022

**TO:** Honorable Chair and Members of the Board

**FROM:** Jay Christelman, Community Development Director

**SUBJECT:** Consideration and possible action to approve the reimbursement agreement between Coconino County and the City of Flagstaff for the Flagstaff Regional Plan 2045 project, to complete a comprehensive update to the Flagstaff Regional Plan 2030, to begin on October 7, 2022 and end on December 31, 2025 unless earlier terminated, with the County providing funding on a reimbursable basis in the amount of \$47,000 for the purpose of completing the work.

**RECOMMENDED MOTION:**

Approve the reimbursement agreement between Coconino County and the City of Flagstaff for the Flagstaff Regional Plan 2045 project, to complete a comprehensive update to the Flagstaff Regional Plan 2030, to begin on October 7, 2022 and end on December 31, 2025 unless earlier terminated, with the County providing funding on a reimbursable basis in the amount of \$47,000 for the purpose of completing the work.

**BACKGROUND:**

The purpose of this Agreement is to support the Flagstaff Regional Plan 2045 Project to complete a comprehensive update to the Flagstaff Regional Plan 2030 and set forth the terms by which the County will provide funding to the City for analysis, public participation and miscellaneous expenses associated with the project. The Board of Supervisors previously approved \$47,000, in addition to staff participation to 1) build shared data and analysis of the Flagstaff Region, 2) consider future land use, water and transportation scenarios through 2045 and beyond and 3) create a shared policies for managing growth sustainably and equitably.

**ALTERNATIVES:**

N/A

**FISCAL IMPACT:**

\$47,000

**ATTACHMENTS:**

- 1 - Staff Report
- 2 - Supporting Document - AGREEMENT



**REIMBURSEMENT AGREEMENT**  
**BETWEEN**  
**COCONINO COUNTY**  
**AND**  
**CITY OF FLAGSTAFF**  
**FOR**  
**FLAGSTAFF REGIONAL PLAN 2045 PROJECT**

This Reimbursement Agreement (“Agreement”) is entered this fifteenth day of November, 2022, between the Coconino County (“County”), and the City of Flagstaff (“City”). The County and the City may be referred to in this Agreement collectively as the “Parties” and singularly as a “Party.”

**RECITALS**

WHEREAS, the **FLAGSTAFF REGIONAL PLAN 2045 PROJECT (“Project”)** seeks to complete a comprehensive update to the Flagstaff Regional Plan 2030 so that it can be adopted by the City Council and Coconino County Board of Supervisors and ratified by the voters of Flagstaff; and

WHEREAS, the County and the City are engaging in a Project to 1) build shared data and analysis of the Flagstaff Region, 2) consider future land use, water and transportation scenarios through 2045 and beyond and 3) create a shared policies for managing growth sustainably and equitably; and

WHEREAS, the City and County utilize general funds to complete the work for the project; and

WHEREAS, the County desires to provide funding to the City to support analysis, public participation and miscellaneous expenses work associated with the Project.

NOW THEREFORE, the Parties agree as follows:

1. Purpose.

The purpose of this Agreement is to support the Flagstaff Regional Plan 2045 Project and set forth the terms by which the County will provide funding to the City for analysis, public participation and miscellaneous expenses associated with the Project, as outlined in Attachment A, the Public Participation Plan Outline and as approved by the Board of Supervisors.

2. Scope.

The Parties agree that the City shall perform the activities as described in this agreement, as outlined in Attachment A, the Public Participation Plan Outline and as approved by the Board of Supervisors

3. Term.

The term of this Agreement shall retroactively begin on July 1, 2022 and end on December 31, 2025 unless earlier terminated as provided herein. The Coconino County Board of Supervisors ratifies any work completed between July 1, 2022 and November 15, 2022.

4. Termination.

Either Party may terminate this Agreement by providing the other Party thirty (30) days written notice of its intent to terminate.

5. Amendments.

Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by the duly authorized representatives of the County and the City. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of funding; 3) be titled as an "Amendment," and 4) be signed by the Parties. The City and County understand and agree that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

6. Indemnification.

To the extent permitted by law, 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, (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, its officers, officials, agents or employees.

7. Insurance.

Each Party shall bear the risk of its own actions and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

8. Costs.

The County shall provide funding on a reimbursable basis in the amount of **\$47,000** for the purpose of completing the work set forth in this Agreement .

9. Reporting Requirements.

Regular reports by the City shall include:

- 9.1 Progress Reports. The City and County Representatives shall meet no less than once per month and will provide annual programmatic reports to the elected bodies of the City and County within five (5) working days of the last day of the month in which services are provided. Programmatic reports shall be submitted to the elected bodies of the City and County until the entire scope of the project is completed. The City shall not request, and the County shall not be required to provide, any confidential or proprietary information in reports provided to the City, including without limitation, any information regarding research collaborators, research plans or any data, results or other information resulting from County's performance of research or any other activities relating thereto.
- 9.2 Financial Reimbursements. The City shall provide as frequently as monthly, but not less than quarterly, requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the County staff. The City shall submit a final request for reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

10. Non-discrimination.

The Parties agree to comply with all applicable local, state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

11. Cancellation for Conflict of Interest.

The Parties agree that this Agreement may be cancelled for conflict of interest in accordance with A.R.S. § 38-511.

12. Cancellation for Lack of Funding.

If this Agreement depends upon the appropriation of funds by the Coconino County Board of Supervisors or the City Council, and if either fails to appropriate the funds necessary for performance, then the City or County may provide written notice of this to the other party and cancel this Agreement without further obligation.

13. Inspection and Audit.

All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the County, the City of Flagstaff, or the Auditor General of the State of Arizona, or their agents for five (5) years after completion

of this Agreement. Such records shall be produced at City Hall, or such other location as designated by the City, upon reasonable notice to the City, or at the City upon reasonable notice.

14. Notices.

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

To City:

Stacey Brechler-Knaggs  
Grants, Contracts & Emergency Management  
Director  
City of Flagstaff  
211 West Aspen  
Flagstaff, AZ 86001

To County:

Siri Mullaney  
Finance Director  
Coconino County  
219 E Cherry Ave  
Flagstaff, AZ 86001

The undersigned have read the foregoing Agreement and, as duly authorized signatories of their respective entities, hereby agree to be bound by its requirements, terms and conditions.

**Coconino County**

By: Siri Mullaney

Siri Mullaney  
Finance Director

ATTEST:

Lindsay Daley  
Lindsay Daley, Clerk

Approved as to form:

Margaret Casey  
Coconino County Attorney

**City of Flagstaff**

By: Phil Folke

~~Greg Clifton~~ Dan Folke  
~~City Manager~~ Community Development Director

Attest:

Stacy Saltzburg  
City Clerk

Approved as to form:

Ch. Th. son  
City Attorney

