

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CITY OF FLAGSTAFF  
AND THE  
ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT  
RELATING TO NORTHERN ARIZONA WILDLAND FIRE TRAINING FACILITY  
C# 26-001-33**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the City of Flagstaff, a political subdivision of the State of Arizona (“City”) and the Arizona Department of Forestry and Fire Management, an agency of the State of Arizona (“DFFM”). The City and DFFM are collectively referred to as “Parties” or individually as a “Party.”

This Agreement shall become effective as of the date it has been executed by all Parties (the “Effective Date”).

**AUTHORIZATION / PURPOSE**

1. A.R.S. §11-952 et seq. authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
2. The FY26 General Appropriations Act (SB1735) allocates to DFFM \$4,000,000 to fund the construction of a new operational base for the Flagstaff Fire Department’s Wildfire Management Division (“Facility”) and provide wildfire suppression training for local and regional firefighters.
3. The City has allocated \$650,000 for the costs of the design of the Facility.
4. The City is authorized to execute this Agreement pursuant to A.R.S. §11-952.
5. DFFM is authorized to execute this Agreement pursuant to A.R.S. § 37-1302.
6. This Agreement does not relieve the Parties of any obligation or responsibility imposed by law.

**AGREEMENT**

1. **Responsibilities of the City.**
  - A. Allocate and expend no less than \$650,000 for the design of the Facility in accordance with applicable procurement laws and building codes.
  - B. Manage all aspects of design, procurement, and construction of the Facility.
  - C. Submit quarterly written reports to DFFM detailing: 1) Project progress 2) Year to date expenditures 3) Project milestones and timelines.
  - D. Develop a wildfire suppression training curriculum and submit it to DFFM for non-binding review prior to implementation and ongoing as updates occur.
  - E. The City shall hold the \$4,000,000 in funds it receives under section 2(A) below in a segregated account (“Segregated Account”) and shall use these funds solely for construction costs of the Facility.
2. **Responsibilities of DFFM.**
  - A. Disburse \$4,000,000 to the City upon execution of this Agreement. These funds are to be used solely for construction costs of the Facility.
  - B. Designate its Deputy Director of Administration as DFFM’s point of contact for coordination with the City throughout the term of this Agreement.
  - C. Review and comment on wildfire suppression training curriculum for consideration by the training leaders.
  - D. Review and comment on facility design products for consideration by the City.
3. **Joint Responsibilities of the Parties.**
  - A. Meet quarterly to review City reported progress and discuss any coordination

- needs related to construction or training implementation.
- B. Participate in the review of the final Facility design prior to construction. Final design authority rests with the City.

**4. Notices.**

All notices required under this Agreement shall be in writing and given by email delivery and by nationally recognized courier or United States Post Office certified mail with return receipt requested or by hand delivery with a receipt, to each Party's following address, or to such other address as either Party may notify the other in writing as provided herein.

City of Flagstaff  
Attn: Director Stacey Brechler-Knaggs  
211 W Aspen  
Flagstaff, AZ 86001  
Email: [sknaggs@flagstaffaz.gov](mailto:sknaggs@flagstaffaz.gov)  
Phone: 928-213-2227

Department of Forestry and Fire Management  
Attn: Deputy Director, Daniel Valenzuela  
1110 W Washington Street #500  
Phoenix, AZ 85007  
Email: [dvalenzuela@dffm.az.gov](mailto:dvalenzuela@dffm.az.gov)  
Phone: (602) 771-1400

**5. General Provisions.**

- A. This Agreement shall become effective as of the date it is executed by all the Parties. The term of this Agreement is five (5) years and may be renewed on the written agreement of the Parties for up to two (2) additional years.
- B. This Agreement shall not be modified or extended except by a written instrument executed by both Parties.
- C. Any Party may terminate this Agreement upon furnishing the other Party with written notice at least thirty (30) days prior to the effective termination date. Upon termination, the City shall return to DFFM all funds remaining in the Segregated Account on the termination date and copies of all work product produced as a result of expenditures from the Segregated Account. The Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered under this Agreement prior to the termination of the Agreement.
- D. To the extent permitted by law and except for a Party's gross negligence and willful misconduct, each Party will defend, protect, release, indemnify and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials, or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising directly or indirectly, in whole or in part, out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials, or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation, and reasonable attorneys' fees.
- E. The Parties warrant that they are in compliance with A.R.S. §41-4401 and further acknowledge that:

- 1) Each Party, for itself and all subcontractors, if any, agrees to comply with the Immigration Reform and Control Act and Arizona statutes, in the performance of this Agreement and, upon request, permit the other Party to inspect personnel records to verify such compliance.
  - 2) Each Party, for itself and all subcontractors, if any, shall comply and warrants full compliance with all federal immigration laws and regulations that relate to their employees, and their compliance with A.R.S. § 23-214 et seq. A breach of this warranty shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. Each Party retains the right to inspect the papers of the other Party's or subcontractor's employee(s) who work on the Project(s) to ensure that the Party or subcontractor is complying with the warranty provided above. Each Party shall make all papers and employment records of the said employee(s) available during normal working hours in order to facilitate such an inspection. Nothing herein shall make either Party or subcontractor an agent or employee of the other Party.
  - 3) Any breach of the warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract.
  - 4) The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project(s) to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
  - 5) Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of either Party.
- F. Neither Party, nor their contractor or vendors that provides goods or services under this Agreement, have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- G. Any funding provided for in this Agreement or associated supplemental agreement(s) is contingent upon being budgeted, appropriated and approved by the City of Flagstaff and the State of Arizona. This section will control despite any provision of this Agreement or any exhibit or other agreement or document related to this Agreement. This Agreement may be terminated by either Party due to non-appropriation of funds without any penalty or liability to such Party. Termination in accordance with this provision will not constitute a breach of this Agreement by either Party.
- H. This Agreement has been arrived at by negotiation and shall not be construed against any Party, including the Party who prepared the last draft.
- I. The Parties shall comply with Executive Order 2023-01 and any other applicable federal or State laws relating to equal opportunity and non-discrimination including the Americans with Disabilities.
- J. In accordance with A.R.S. §35-214 and A.R.S. §41-151.12, the Parties agree to retain and shall contractually require any sub-contractor to retain all data, books, and other records ("records") relating to this Agreement for six (6) years after expiration or termination of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Parties shall produce the original of any or all such records.
- K. This Agreement is subject to termination for conflict of interest pursuant to A.R.S. §38-511.
- L. In the event that any provision of this Agreement or portion thereof is held invalid,

illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement.

- M. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Electronic signatures shall have the same force and effect as original signatures.

**IN WITNESS HEREOF**, the Parties have executed this Agreement on the date indicated.

**CITY OF FLAGSTAFF**

\_\_\_\_\_ Date

ATTEST

\_\_\_\_\_ Date  
Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Deputy City Attorney                      Date

**ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT**

\_\_\_\_\_  
State Forester                                      Date

Approved as to Form:

\_\_\_\_\_  
Assistant Attorney General                      Date