

**INTERGOVERNMENTAL AGREEMENT FOR VEGETATION MONITORING
ASSOCIATED WITH THE FLAGSTAFF WATERSHED PROTECTION PROJECT**

between
Arizona Board of Regents
and
City of Flagstaff

This Intergovernmental Agreement (“Agreement”) is entered into this 1st day of November, 2014, between the Arizona Board of Regents for and on behalf of Northern Arizona University (“University”), and the City of Flagstaff (“City”). The University and the City may be referred to in this Agreement collectively as the “Parties” and singularly as a “Party.”

RECITALS

WHEREAS, the Flagstaff Watershed Protection Project (“FWPP”) seeks to reduce hazardous forest fuels and the potential for uncontrollable wildfire and flooding in the Dry Lake Hills and Mormon Mountain areas; and

WHEREAS, areas within the FWPP function as critical habitat for the Mexican spotted owl (“MSO”); and

WHEREAS, the University’s Ecological Restoration Institute (“ERI”) is engaging in a project to monitor changes in habitat characteristics and MSO population responses associated with FWPP hazardous fuels treatments; and

WHEREAS, the City utilizes bond funds to complete the work on the FWPP; and

WHEREAS, the City desires to provide direct funding to ERI to support ERI’s work associated with the FWPP.

NOW THEREFORE, the Parties agree as follows:

1. Purpose.

The purpose of this Agreement is to establish a Scope of Work and set forth the terms by which the City will provide funding to the University’s Ecological Restoration Institute for monitoring changes in habitat characteristics and MSO population responses associated with the FWPP.

2. Scope.

The Parties agree that ERI shall perform the activities as described in the Flagstaff Watershed Protection Project Scope of Work (“Scope of Work”), attached hereto as EXHIBIT A.

3. Term.

The term of this Agreement shall begin on November 1st 2014 and end on September 30th 2015 unless earlier terminated as provided herein.

4. Termination.

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

5. Indemnification.

To the fullest 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 arising out of this Agreement, but only to the extent that such claims are caused by the negligent, reckless, or intentional acts or omissions of the Indemnitor, its officers, officials, agents, employees, or volunteers.

6. 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.

7. Costs.

The City shall provide funding on a reimbursable basis in the amount of \$25,000.00 to the Ecological Restoration Institute at Northern Arizona University, for the purpose of completing the work set forth in the Scope of Work (EXHIBIT A).

8. Reporting Requirements.

Regular reports by ERI shall include:

- 8.1 Progress Reports. ERI shall provide quarterly programmatic reports to the City within five (5) working days of the last day of the month in which services are provided. ERI shall use the form provided by the City to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the City. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the City. Quarterly programmatic reports shall be submitted to the City until the entire scope of the project is completed. The City shall not request, and

ERI shall not be required to provide, any of Subrecipient's 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 ERI's performance of research or any other activities relating thereto.

- 8.2 Financial Reimbursements. ERI 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 City staff. ERI shall submit a final 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.

9. Non-discrimination.

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

10. 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.

11. Cancellation for Lack of Funding.

If the University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the University may provide written notice of this to the City and cancel this Agreement without further obligation of the University. Appropriation is a legislative act and is beyond the control of the University.

12. 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 Arizona Board of Regents, the University, 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 Northern Arizona University, or such other location as designated by the University, upon reasonable notice to the City, or at the City upon reasonable notice to the University.

13. Confidentiality Language.

The Parties acknowledge that the University and the City are public entities subject to the provisions of the Arizona Public Records Laws, A.R.S. § 39-121. et seq. In the event that a public records request is received by the University or the City requesting records described as confidential, which the University or the City determines must be disclosed, the University or the City shall notify the other party prior to disclosure.

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.

**The Arizona Board of Regents for and on
Behalf of Northern Arizona University**

City of Flagstaff

By: _____

By: _____

Kevin Burke
City Manager

Attest:

City Clerk

Approved as to form:

City Attorney