

**FLAGSTAFF ALLIANCE FOR THE SECOND CENTURY  
INTERGOVERNMENTAL AGREEMENT**  
(Intergovernmental Procurement)

**THIS INTERGOVERNMENTAL AGREEMENT** (hereafter “Agreement”) dated September 16, 2014 between the **FLAGSTAFF UNIFIED SCHOOL DISTRICT** (hereafter “District”), **ARIZONA BOARD OF REGENTS for and on behalf of NORTHERN ARIZONA UNIVERSITY** (hereafter “NAU”), **COCONINO COUNTY** (hereafter “County”), **CITY OF FLAGSTAFF** (hereafter “City”) and **COCONINO COUNTY COMMUNITY COLLEGE DISTRICT** (hereafter “Community College”) is to permit the Parties to participate in intergovernmental procurement pursuant to A.R.S. 11-952 and 41-2632. The District, NAU, County, City and Community College may hereinafter be referred to individually as a Party or collectively as Parties.

**SECTION 1:** This Agreement shall be for a period of ten (10) years from the date of its execution. Notwithstanding the above, the Parties understand that this Agreement may be cancelled by action of any successor School District Governing Board, Board of Regents, County Board of Supervisors, Coconino County Community College District Governing Board, or City Council as may be elected, or as otherwise set forth herein. It is further agreed that if the Agreement is cancelled, no damages to any of the respective Parties shall result from such cancellation.

**SECTION 2:** 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 \_\_\_\_\_, 2014.

**SECTION 3:** NAU is authorized to enter into this Agreement pursuant to A.R.S. 11-952 and 41-2632 and Arizona Board of Regents Policy 3-808.

**SECTION 4:** 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 \_\_\_\_\_, 2014.

**SECTION 5:** 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.

**SECTION 6:** 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 August 26, 2014

**SECTION 7:** 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. Under this Agreement, the Parties may:

1. Sponsor, conduct, and/or administer a cooperative agreement for the procurement or disposal of any materials, services, or construction;
2. Cooperatively use materials or services;
3. Commonly use or share warehousing facilities, capital equipment and other facilities;
4. Provide personnel, except that the requesting Party shall pay the Party providing the personnel the direct and indirect cost of providing the personnel;
5. 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.

**SECTION 8:** Each Party shall be responsible for all costs associated with its individual activities relative to this Agreement, including but not limited to: materials, utilities, and maintenance. Each Party shall:

1. 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.
2. Be responsible for the ordering of materials, equipment or services under this Agreement.
3. 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 Section 7 of this Agreement.
4. Be solely responsible for exercising any rights or remedies under the Party's agreement with the 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.
5. Each party shall be liable for its own actions and negligence and to the extent permitted by law; each shall indemnify, defend and hold harmless the other participating parties against any actions, claims or damages arising out of their own employee's acts or omissions in connection with this Agreement.

**SECTION 9:** 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 or, at minimum; the following provision shall be included:

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.

Each entity's employees shall remain their own and each entity shall maintain adequate worker's compensation and employer's liability insurance on its employees which may include bona fide self-insurance.

**SECTION 10:** 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.

**SECTION 11:** As required by A.R.S. § 41-4401 and Arizona Executive Order 2009-09, 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 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

**SECTION 12:** The Parties agree that this Agreement may be cancelled for conflict of interest in accordance with A.R.S. §38-511.

**SECTION 13:** It has been determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

**SECTION 14:** Upon mutual consent of the Parties, the duration of this Agreement may be extended pursuant to A.R.S. 11-952(G).

**SECTION 15:** 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.

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:

COCONINO COUNTY

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Chairman, Board of Supervisors

CITY OF FLAGSTAFF

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Jerry Nabours  
Mayor

NORTHERN ARIZONA UNIVERSITY

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Becky McGaugh  
Director of Procurement, Purchasing

COCONINO COMMUNITY COLLEGE

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Dr. Leah Bornstein  
President

FLAGSTAFF UNIFIED SCHOOL DISTRICT

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Barbara Hickman  
Superintendent

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REPRESENTING FLAGSTAFF UNIFIED SCHOOL DISTRICT:

Pursuant to A.R.S. 11-952 and 41-2632, undersigned counsel for the Flagstaff Unified School 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 the State of Arizona to the Flagstaff Unified School District Governing Board.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Law Firm: \_\_\_\_\_

REPRESENTING COCONINO COUNTY COMMUNITY COLLEGE DISTRICT:

Pursuant to A.R.S. 11-952 and 41-2632, 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 the State of Arizona to the Coconino Community College District Governing Board.

Signature: \_\_\_\_\_ Date: \_\_9/16/14\_\_\_\_\_  
Name: \_\_James D. Griffith\_\_\_\_\_  
Law Firm: \_\_Mangum, Wall, Stoops & Warden, P.L.L.C.\_\_

REPRESENTING NORTHERN ARIZONA UNIVERSITY:

Pursuant to A.R.S. 11-952 and 41-2632, undersigned counsel for the 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 the State of Arizona to Northern Arizona University.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Mark Neumayr, NAU Legal Council

REPRESENTING CITY OF FLAGSTAFF:

Pursuant to A.R.S. 11-952 and 41-2632, 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 the State of Arizona to the Flagstaff City Council.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Attorney for the City of Flagstaff

REPRESENTING COCONINO COUNTY:

SIGNED BY THE DEPUTY COUNTY ATTORNEY ON THE COUNTY'S AGENDA ROUTING FORM,  
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