

When recorded please return to:

BOARD OF SUPERVISORS

Clerk of the Board

219 East Cherry Ave

Flagstaff, AZ 86001

Official Records of Coconino County  
Patty Hansen - Recorder 03/04/2022 04:26 PM  
COCONINO COUNTY BOARD OF SUPERVISOR

394434  
Pgs: 11  
\$15.00



**RESOLUTION NO. 2022-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF COCONINO COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WILLIAMS FOR USE OF THE BILL WILLIAMS COMMUNITY AND SENIOR CENTER**

**WHEREAS**, Coconino County and the City of Williams are authorized to enter into this Agreement pursuant to A.R.S. 11-952; and

**WHEREAS**, the Senior Center is a City of Williams -owned and operated facility located at 850 W. Grant St. in Williams, in use by the County for its programming since 1987; and

**WHEREAS**, the County operates its Health and Human Services programs serving residents of Williams and the surrounding community, whereby the County’s current programming includes those that fall under Senior Services, Social Services, and WIC programs; and

**WHEREAS**, the County uses the following area of the Senior Center: the kitchen, dining room, and dry storage areas for meal preparation and service for its senior congregate and home delivered meal programs, the parking spots to park its meal delivery and transportation/support vehicles, the parking lot to accept supply deliveries, and the offices to operate its programs; and

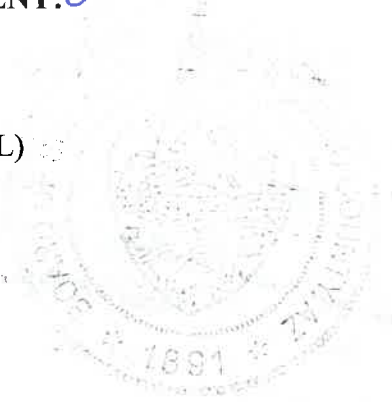
**WHEREAS**, funding for the County Senior Nutrition programs is provided by the Older American Act funds through the Area Agency on Aging, Coconino County general funds, and participant and corporate donations and funding for community services is provided by the Community Services Block Grant, the Social Services Block Grant through the Department of Economic Security, Coconino County general funds and community donations.

**NOW THEREFORE**, it is the desire of the Board of Supervisors to enter into the attached Intergovernmental Agreement with the City of Williams, in which terms and conditions are outlined for the purpose of carrying out the County’s senior nutrition and social services programs.

**PASSED AND ADOPTED** by the Coconino County Board of Supervisors this 1st day of March, 2022.

**AYES:** 5  
**NOS:** 0  
**ABSENT:** 0

(SEAL)



**COCONINO COUNTY BOARD OF SUPERVISORS**

*Patrice Horstman*  
Patrice Horstman, Chair

**ATTEST:**

*Lindsay Daley*  
Lindsay Daley, Clerk of the Board

**APPROVED AS TO FORM:**



---

Rose Winkeler, Deputy County Attorney

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
COCONINO COUNTY  
AND  
CITY OF WILLIAMS**

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between COCONINO COUNTY (for its Health and Human Services Department), hereinafter referred to as “the County,” and CITY OF WILLIAMS, hereinafter referred to as “the City,” for the use of the Bill Williams Community and Senior Center (“Senior Center”) for senior nutrition programs. Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) §11-951;

**WHEREAS**, the Parties are authorized to enter into this Agreement pursuant to A.R.S. §11-952;

**WHEREAS**, the Senior Center is a City-owned and operated facility located at 850 W. Grant St. in Williams in use by the County for its programming since 1987;

**WHEREAS**, the County operates its Health and Human Services programs serving residents of Williams and the surrounding community, whereby the County’s current programming includes those that fall under Senior Services, Social Services, and WIC programs;

**WHEREAS**, the County uses the following areas of the Senior Center: the kitchen, dining room, and dry storage areas for meal preparation and service for its senior congregate and home delivered meal programs, the parking spots to park its meal delivery and transportation/support vehicles, the parking lot to accept supply deliveries, and the offices to operate its programs;

**WHEREAS**, funding for the County Senior Nutrition programs is provided by the Older American Act funds through the Area Agency on Aging, Coconino County general funds, and participant and corporate donations and funding for community services is provided by the Community Services Block Grant, the Social Services Block Grant thru the Department of Economic Security, Coconino County general funds and community donations;

**NOW THEREFORE**, in consideration of the mutual agreement set forth herein, the Parties agree as follows:

**1. Purpose**

The County and the City desire to enter this Agreement establishing the terms and conditions under which the County will continue to have access to the Center for the purposes of carrying out its senior nutrition and social services programs.

## 2. Term

This Agreement shall commence on January 1, 2022 and shall be effective through December 31, 2032, a period of ten years. This Agreement may be auto renewed for up to two (2) additional five-year terms.

## 3. Termination

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the termination date shall be the thirtieth (30th) day after furnishing proper notice to the other party.

## 4. Special Provisions

### A. Obligations of the County:

1. The County shall be responsible for all expenses associated with the operation of its senior nutrition program, including but not limited to the costs of food, supplies, vehicles, gasoline for vehicles, liability insurance, staff to oversee, deliver, and cook the food, and other items necessary for the operation of the program.
2. The County shall be responsible for obtaining and paying for all permits and inspections necessary to operate the Senior Nutrition program.
3. The County shall be responsible for any kitchen improvements or replacement of large equipment of appliances and must be approved by the City in advance.
4. The County shall be responsible for repairing or replacing any kitchen equipment damaged as a result of the County's own negligent use of such equipment, normal wear and tear excepted. If the City leases the facility and damages occur as a result of City use, the County is not responsible for damages caused by the City.
5. Daily Operational Standards:
  - a. The County shall maintain the kitchen and other spaces that the County occupies, per County health regulations.
  - b. The County employees and volunteers shall conduct themselves at all times in a professional and courteous manner while utilizing the Center.
  - c. The County agrees to clean off all tables and chairs prior to putting them away and to sweep/mop floors to remove all debris after serving in the kitchen and main room for eating.
  - d. The County staff shall alert the City of any special events, safety concerns, or repairs that are needed at the Center.
  - e. The County agrees to provide cleaning services for the restrooms, offices that it occupies, and public areas, excluding other rooms that may be occupied by other organizations.
6. Use and Maintenance of Equipment & Supplies:

- a. The County shall maintain all kitchen equipment in an operational and sanitary condition, in compliance with applicable County health requirements.
- b. The County shall clearly identify and label its dining and food supplies.
- c. The County shall not allow any entity other than the County and its employees and/or volunteers to use the kitchen and office equipment during the County's scheduled use periods.
- d. The County shall notify and be in agreement with City of any alterations, additions or improvements to the space, at the Counties own expense.

**B. Obligations of the City:**

1. The City shall be responsible for developing, funding, and providing for all the following at the Senior Center:
  - a. Snow Removal.
  - b. Grounds maintenance and upkeep.
  - c. Gas.
  - d. Electric.
  - e. Water & Sewer.
  - f. Trash pickup.
  - g. Building maintenance and repair.
2. The City shall take reasonable steps to ensure that dining or food supplies purchased by the County are not used by any other entity without the express permission of the County.

**5. Scheduling: Use of Building**

- A. The County shall have use of the Senior Center for programs between 7:00am and 5:00pm Monday through Friday. Additionally, the County shall have exclusive use of the following as specified:
  1. The offices every day of the week at all times.
  2. The kitchen between 7:00 a.m. and 4:00 p.m. Monday through Friday.
  3. The dining room between 10:00 a.m. and 2:00 p.m. Monday through Friday.
- B. The City shall not allow any other entities to use the kitchen/dining room during the County's scheduled periods.

**6. Improvements and Alterations**

- A. If the City exercises its option pursuant to Section 2 to terminate this Agreement prior

to its expiration, the City agrees to pay to the County for the improvements made by the County according to the following schedule:

1. If termination is within 12 months of the completion of tenant improvements, the City shall pay 75% of the improvement costs.
2. If termination is within 24 months of the completion of tenant improvements, the City shall pay 66% of the improvement costs.
3. If termination is within 36 months to 84 months of the completion of tenant improvements, the City shall pay 50% of the improvement costs.
4. If termination is within 96 months to 108 months of the completion of tenant improvements, the City shall pay 37% of the improvement costs.

## **7. Employment Status**

County employees and volunteers associated with the Senior Nutrition and Social Service programs shall at all times remain employees or volunteers of the County. The City shall not have supervisory authority or control over the day-to-day work of the County employees or volunteers associated with the County's programs.

## **8. Non-Discrimination**

The Parties shall comply with Executive Order 2009-09 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.

## **9. Mediation**

Neither Party may file a claim against the other without first participating in good faith in mediation with a trained and impartial mediator. The Parties shall share the expenses of the mediator, however, each Party shall bear its own cost for presentation before the mediator, including the cost incurred by the Party for representation by an attorney at the mediations, if such representation is desired.

## **10. Employment Status**

Each Party to this agreement will be solely responsible for the acts and omissions of its officers, agents, servants, employees, and volunteers. Each Party is responsible for the payment of all applicable income and employment taxes required by law.

Each Party will operate as an independent entity and none of the employees and volunteers of one are considered employees or volunteers of the other. Employees of either Coconino County or City of Williams working under this agreement are not eligible for the other's group health insurance or any other benefits.

Each Party will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

## **11. Indemnification**

To the extent permitted by Arizona law, each Party (as “Indemnitor”) agrees to indemnify, defend and hold harmless the other Party (“as “Indemnitee”) for, from, and against any claims, losses, liability, costs or expenses, including reasonable attorney fees, (hereinafter collectively referred to as “Claims”) arising out of this Agreement, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by act, omission, negligence, misconduct, or other fault of the Indemnitor, its officer, officials, agents, employees or volunteers.

## **12. Insurance**

City of Williams shall maintain adequate insurance to cover any liability arising from the acts and omissions of City of Williams’ employees or agents arising out of the performance of this Agreement. City of Williams shall not be responsible for maintaining insurance to cover liability arising from the acts and omissions of the Coconino County’s employees and agents. Coconino County shall maintain adequate insurance to cover any liability arising from the acts and omissions of Coconino County’s employees or agents arising out of the performance of this agreement. Coconino County shall not be responsible for maintaining insurance to cover liability arising from the acts and omissions of City of Williams’ employees and agents.

Coconino County and City of Williams shall each be solely liable for the payment of workers’ compensation benefits and for providing all workers’ compensation insurance required by law for their own officials, employees, and volunteers, and shall have their insurer endorse a waiver of subrogation rights under workers’ compensation for the other party to this agreement.

Waiver of Subrogation for Property Damage: The Parties each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for property loss or property damage to such waiving party’s own property or the property of others under its control, where such property loss or property damage is insured and recovery is made under any insurance policy in force at the time of such loss or damage. The Parties shall, upon obtaining the policies of insurance required hereunder, give notice to their respective insurance carrier or carriers that the foregoing mutual waiver of subrogation with respect to property loss or damage is contained in this Agreement.

## **11. Non-Appropriation of Funds**

Notwithstanding any other provisions in this Agreement, this Agreement may be terminated if either the County’s or the City’s governing body does not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Agreement. Upon such termination, the terminating entity shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

## **12. Cancellation for Conflict of Interest**

This Agreement may be canceled in accordance with the provisions of A.R.S. § 38-511.

**13. Applicable Law**

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The venue for any judicial actions regarding the terms of this Agreement shall be the Superior Court of Coconino County, Arizona.

**14. Entire Agreement**

This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter. The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

**15. Waivers and Amendments**

No waiver, amendment, or modification of this Agreement shall be valid or binding unless written and signed by authorized representative of each Party. Waiver by either Party of any breach or default of any clause of this Agreement by the other Party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement. No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision hereof, nor shall any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach hereunder.

**16. Notices**

All notices under this Agreement given by either Party to the other shall be in writing and shall be sent by U.S. Postal Service, first class, facsimile, or e-mail. Notices shall be delivered to:

City of Williams  
Attn: Tim Pettit, City Manager  
113 S. 1st Street  
Williams, AZ 86046  
[TPettit@williamsaz.gov](mailto:TPettit@williamsaz.gov)  
(928) 635-4451 ext. 201

Coconino County Health and Human Services  
Attn: Kim Musselman, Director  
2625 N. King Street, 2nd Floor  
Flagstaff, AZ 86004  
[kmusselman@coconino.az.gov](mailto:kmusselman@coconino.az.gov)  
Fax No. (928) 679-7461

**17. Assignment and Delegation**

No right or interest in this Agreement and no delegation of any obligation owed, or the performance of any obligation, shall be assigned without written agreement of the Parties.

**18. Limitations**

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the Parties or as requiring the Parties to expend any sum in excess of its



appropriations.

**19. Counterparts**

For the convenience of the Parties, this Agreement may be executed in one or more counterparts, each of which may be executed by one or more of the parties hereto, with the same force and effect as though all Parties executing such counterparts had executed but one instrument.

**20. Property Disposition**

The Parties do not anticipate the joint acquisition of any property in the performance of each Party's obligations as outlined in the terms of this Agreement. Any property purchased during the course of the term of this Agreement shall be returned to the purchasing party within thirty (30) calendar days of the termination of this Agreement.

*THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK*  
*Signature page follows*

IN WITNESS HEREOF, the Parties sign this Agreement:

**CITY OF WILLIAMS:**

Dated this 16 day of February, 2022, City of Williams approving this Agreement and authorizing its Mayor to sign below:

By: John W. Moore  
John Moore  
Mayor

ATTEST: Pamela Galvan  
Pamela Galvan  
City Clerk

ATTORNEY APPROVAL:

This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Williams.

By: \_\_\_\_\_  
Legal Counsel for City of Williams

**COCONINO COUNTY:**

Dated this 1<sup>st</sup> day of March, 2022, Coconino County Board of Supervisors approving this Agreement and authorizing its Chair to sign below:

By: Patrice Horstman  
Patrice Horstman  
Chair, Board of Supervisors

ATTEST: Lindsay Daley  
Lindsay Daley  
Clerk, Board of Supervisors

ATTORNEY APPROVAL:

This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Coconino County.

By: Rose Winkler  
Rose Winkler  
Deputy County Attorney  
Legal Counsel for Coconino County

IN WITNESS HEREOF, the Parties sign this Agreement:

**CITY OF WILLIAMS:**

Dated this 16 day of February, 2022, City of Williams approving this Agreement and authorizing its Mayor to sign below:

By: John W. Moore  
John Moore  
Mayor

ATTEST: Pamela Galvan  
Pamela Galvan  
City Clerk

**ATTORNEY APPROVAL:**

This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Williams.

By: [Signature]  
Legal Counsel for City of Williams  
Mangum Wall Stoops & Warden, PLLC

**COCONINO COUNTY:**

Dated this 1<sup>st</sup> day of March, 2022, Coconino County Board of Supervisors approving this Agreement and authorizing its Chair to sign below:

By: [Signature]  
Patrice Horstman  
Chair, Board of Supervisors

ATTEST: [Signature]  
Lindsay Daley  
Clerk, Board of Supervisors

**ATTORNEY APPROVAL:**

This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Coconino County.

By: [Signature]  
Rose Winkeler  
Deputy County Attorney  
Legal Counsel for Coconino County