RESOLUTION 2019-32

A RESOLUTION OF THE COCONINO COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF COCONINO, ARIZONA, APPROVING A INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY, THE NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY, AND NORTHERN ARIZONA UNIVERSITY

WHEREAS, Coconino County (the “County”), the Northern Arizona Intergovernmental Public Transportation Authority (“NAIPTA”), AND Northern Arizona University (“NAU”) collectively known as the “Parties” desire to enter into an Agreement to permit the use of the parking lot at Fort Tuthill for Commercial Driver License (CDL) training and testing by NAIPTA and NAU.

NOW THEREFORE BE IT RESOLVED that the Coconino County Board of Supervisors hereby approves the Intergovernmental Agreement between Coconino County, NAIPTA and NAU.

APPROVED AND ADOPTED this 10th day of September 2019 by the Coconino County Board of Supervisors.

AYES: ☑
NOS: ☐
ABSENT: ☐

(SEAL)

COCONINO COUNTY BOARD OF SUPERVISORS

Lena Fowler, Chair

ATTEST:

Lindsay Daley, Clerk of the Board

APPROVED AS TO FORM:

Rose Winkeler, Deputy County Attorney

Resolution 2019-32 Page 1 of 1 Approved September 10, 2019
After recording, return to:
Administrative Director
NAIPTA
3773 N Kaspar Dr
Flagstaff, AZ 86004

INTERGOVERNMENTAL AGREEMENT BETWEEN
ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA
UNIVERSITY, COCONINO COUNTY PARKS AND RECREATION
AND NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC
TRANSPORTATION AUTHORITY

This Intergovernmental Agreement (this "IGA") is entered into effective February 26, 2019
("Effective Date") by and between the Arizona Board of Regents, a body corporate with
perpetual succession pursuant to the laws of the State of Arizona, for and on behalf of Northern
Arizona University ("NAU"), Coconino County Parks and Recreation, a political subdivision of
the State of Arizona ("County"), and Northern Arizona Intergovernmental Public Transportation
Authority, a corporate body and political subdivision of the State of Arizona ("NAIPTA").
NAU, County, and NAIPTA are collectively referred to in this IGA as the “Parties” and each
individually as a “Party”.

PURPOSE

The Purpose of this IGA is to set out the roles and responsibilities of the Parties for the use of the
parking lot owned by the County at Fort Tuthill for the purpose of Commercial Driver’s License
("CDL") training and testing course as maintained and scheduled by NAIPTA.

RECITALS:

A. NAIPTA is an intergovernmental public transportation authority created pursuant
to state law and the Master IGA dated March 14, 2006 (the “Master IGA”) as amended and
restated effective July 1, 2013 (the “Restated Master IGA”). The Master IGA and the Restated
Master IGA are referred to collectively herein as the “Amended Master IGA”. County and NAU
are members of NAIPTA. Pursuant to the terms of state law and the Amended Master IGA,
NAIPTA is charged with planning and operating a public transportation system in the area that
incorporates Coconino County and the NAU Flagstaff campus;

B. The Parties are authorized to enter into this IGA by the provisions of Arizona
Revised Statutes ("A.R.S.") Title 2, Chapter 26, the Amended Master IGA and by A.R.S. § 11-
951 et seq., and A.R.S. § 15-1625 and Arizona Board of Regents ("ABOR") policy 3-808;

C. The Parties now wish to enter into an agreement to permit the use of the parking
lot at Fort Tuthill for CDL training and testing by NAIPTA and NAU staff when the parking lot
is not in use by County upon the terms and conditions contained in this IGA.
AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants of the Parties contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. NAIPTA Obligations.

1.1 NAIPTA will plan and conduct a CDL training and testing program utilizing a County parking lot at Fort Tuthill, per Exhibit A, attached hereto and incorporated herein by reference.

1.1.1 NAIPTA will schedule use of the parking lot at least two (2) weeks in advance and provide forty-eight (48) hours' notice to confirm schedule. NAIPTA understands availability is subject to other scheduled and planned events at Fort Tuthill. The general schedule for use of the parking lot will be as outlined below:

1.1.1.1 Monday through Sunday, 6:00am until 6:00pm. The typical scenario for testing is early morning on the day of scheduled testing.

1.1.1.2 Exceptions to access to the parking lot at the times outlined will be for County approved special events (blackout days) and/or County construction activity that is provided with forty-eight (48) hours' notice.

1.1.1.3 NAIPTA will provide cones and approved traffic barricades in the parking lot for restricting access and creating a training and testing course on day(s) of actual use. NAIPTA will remove cones and approved traffic barricades at the end of the scheduled testing.

1.1.1.4 NAIPTA staff at training and testing site will have access to the County’s outside portable restroom facilities, as available.

1.1.1.5 NAIPTA will provide notice for use of the parking lot via the County Park and Recreation’s Assistant Director with a copy to the County Parks and Recreation’s Special Events Coordinator and/or to the County’s identified representative(s).

1.1.2 NAIPTA acknowledges and accepts that the parking lot is used for events, both scheduled and unscheduled. If there is a circumstance, i.e. snow play parking, that makes the lot unavailable as scheduled, NAIPTA will use an alternative offsite training and testing location.

1.1.3 NAIPTA has reviewed the parking lot, per Exhibit A, and accepts condition of existing pavement. NAIPTA will be responsible for notifying County staff of any changes to pavement condition. NAIPTA agrees to compensation, as necessary, to County for cost of minor asphalt patch repairs due to NAIPTA’s or NAU’s use of the parking lot.
1.1.4 NAIPTA acknowledges that the parking lot may not be accessible due to snow.

1.1.5 NAIPTA will be responsible for scheduling the use of the parking lot by NAU.

1.1.6 NAIPTA will access the parking lot via Fort Tuthill Loop Road and Brigade Road, keeping north of the Flagstaff Extreme Adventure Course building. Ingress and egress are identified in Exhibit A. At the request of the County, NAIPTA buses will not travel over the “Area of Avoidance” identified in Exhibit A due to the sensitive utility infrastructure.

2. **County Obligations.**

2.1 County will, as requested, allow NAIPTA and NAU use of the parking lot at Fort Tuthill for the described CDL training and testing purposes, per Exhibit A.

2.1.1 The County will provide to NAIPTA an annual calendar of events. These dates will be considered blackout days or dates that are unavailable for training and testing activities by NAIPTA or NAU. The County will provide two (2) weeks’ notice of new events that will impact use of the parking lot for CDL training and testing. The County will provide forty-eighty (48) hour notice of any changes in availability.

2.1.2 The County has reviewed the parking lot, per Exhibit A, and documented the condition of existing pavement. The County will be responsible for notifying NAIPTA of any observed changes to the parking lot condition. The County will be responsible for any repairs required to maintain condition of the parking lot and for billing NAIPTA for any agreed upon repair costs as per this IGA.

2.1.3 County will provide notice for availability of the parking lot via email to the NAIPTA’s Operation Manager with a copy to the NAIPTA’s Safety Manager and/or to the NAIPTA’s identified representative(s).

2.2 County will continue to be cooperative and flexible for coordination of use with the Parties due to any future improvements to the quad and possible snow play area development.

2.3 County understands that neither NAIPTA nor NAU will provide snow removal for the parking lot.

3. **NAU Obligations.**

3.1 NAU may plan and conduct a CDL training and testing program utilizing a County parking lot at Fort Tuthill, per Exhibit A, as scheduled and authorized by NAIPTA.

3.1.1 NAU must complete and file Arizona Department of Transportation (“ADOT”) form 96-50148 in order to gain permission from ADOT to use the
training and testing site for testing employees in accordance with ADOT’s Third Party testing rules.

3.1.2 NAU will schedule use of the parking lot thru NAIPTA and provide at least forty-eight (48) hours’ notice to confirm schedule. NAIPTA will maintain and coordinate the master schedule for use of the parking lot.

3.1.3 NAU will provide cones and approved traffic barricades in the parking lot for restricting access and creating a training and testing course on day(s) of actual use. NAU will remove cones and approved traffic barricades at the end of the scheduled testing.

3.1.4 NAU staff at the training and testing site will have access to the County’s outside portable restroom facilities, as available.

3.1.5 NAU acknowledges and accepts that the parking lot is used for events, both scheduled and unscheduled. If there is a circumstance, i.e. snow play parking, that makes the lot unavailable as scheduled, NAU will use an alternative offsite training and testing location.

3.1.6 NAU has reviewed the parking lot, per Exhibit A, and accepts condition of existing pavement. NAU will be responsible for notifying NAIPTA of any changes to pavement condition. NAU agrees to compensate NAIPTA, as necessary, for a portion of the total cost of minor asphalt patch repairs as billed by the County. Assignment of the portion of cost to NAU will be based on the ratio of NAU’s hours of use compared to NAIPTA’s hours of use of the parking lot.

3.1.7 NAU acknowledges that the parking lot may not be accessible due to snow.

3.1.8 NAU will provide notice for use of the parking lot via email to Randy Biles, Operation Manager, at rbiles@naipta.az.gov with a copy to Sam Short, Safety Coordinator, at sshort@naipta.az.gov and/or to the NAIPTA’s identified representative(s).

3.1.9 NAU will not exceed forty (40) hours per month for the use of the parking lot.

3.1.10 NAU will access the parking lot via Fort Tuthill Loop Road and Brigade Road, keeping north of the Flagstaff Extreme Adventure Course building. Ingress and egress are identified in Exhibit A. At the request of the County, NAU buses will not travel over the “Area of Avoidance” identified in Exhibit A due to the sensitive utility infrastructure.


4.1 NAIPTA will provide, as compensation to the County for use of the parking lot for CDL training and testing, public transportation services to and from the annual Coconino County fair event at a reduced fee of thirty-nine dollars ($39.00) per hour. Time and dates
of the event will be determined annually between NAIPTA and County and will include services on Friday, Saturday, Sunday and Monday. NAIPTA will provide a quote to the County for agreed upon service no less than thirty (30) days prior to the event and provide invoicing for services no more than ten (10) days after the event.

4.2 NAU will provide, as compensation to the County for use of the parking lot for CDL training and testing, use of the parking lot(s) at East Pine Knoll Drive and West McConnell Drive (P62, P62A, and P62B), identified in Exhibit B, during the annual Coconino County fair event at no cost to the County. Time and dates of the event will be determined annually between NAU and County and will include availability on Friday, Saturday, Sunday and Monday.

5. **Term and Termination.**

5.1 **Term.**

This IGA shall be effective for an initial term of five (5) years from the Effective Date and may be renewed for an additional five (5) year term through an addendum signed by all the Parties unless terminated earlier as provided herein.

5.2 **Notice of Renewal.**

This IGA may be renewed unless one Party provides to the other Parties written notice of the notifying Party’s intent not to renew this IGA, at least ninety (90) days prior to the end of the current term.

5.3 **Termination.**

5.3.1 Any Party may terminate this IGA by giving the other Parties one hundred and eighty (180) days’ written notice of termination. NAIPTA and NAU will not incur any further obligation on behalf of the County after receipt of a written notice of termination. As applicable, the County will pay NAIPTA for services rendered prior to the date of termination.

5.3.2 This IGA may be terminated without any further obligation on the part of the County or NAU in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. NAIPTA shall be notified in writing of such non-appropriations at the earliest opportunity.

5.3.3 This IGA may be terminated for conflict of interest pursuant to A.R.S. § 38-511.

6. **Records and Audit Rights.** Each Party’s work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the other Parties to substantiate charges and claims related to this IGA shall be open to inspection and subject to audit and/or reproduction by authorized representatives of the other Parties, to adequately permit evaluation and verification of the performance and cost of the work, and to
conduct and prepare all audits and reports required by law. Representatives of each Party shall be afforded access, at reasonable times and places, to all of the other Parties' records and personnel, pursuant to the provisions of this Section, throughout the term of this IGA (including renewal terms), and for a period of five (5) years after the completion of this IGA.

7. **Indemnification.** Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Parties (as "indemnities") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter 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 indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the indemantor, indemantor's officer, officials, agents, employees, or volunteers.

8. **Insurance.** 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 its employees or agents. The Parties shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of other Parties' employees or agents.

9. **Mediation.** If a dispute arises out of or relates to this IGA and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure, pursuant to the procedures set forth in Section 14 of the Restated Master IGA.

10. **General Provisions.**

10.1 **Incorporation of Recitals.**

The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

10.2 **Entire Agreement.**

This IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This IGA may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

10.3 **Arizona Law.**

This IGA shall be governed and interpreted according to the laws of the State of Arizona.

10.4 **Attorney's Fees.**

In the event a Party brings any action for any relief, declaratory or otherwise, arising out of this IGA, or on account of any breach or default of this IGA, the prevailing Party shall
be entitled to receive from the other Party, or Parties as applicable, court-ordered attorneys' fees and court-ordered costs and expenses, as determined by the arbitrator or court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment.

10.5 Notices.

All notices or demands required to be given, pursuant to the terms of this IGA, shall be given to the other Parties in writing, delivered in person, sent by electronic transmission with delivery receipt, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to County: County Manager
Coconino County
219 E. Cherry
Flagstaff, AZ 86001
Tel: (928) 779-6690

If to NAIPTA: General Manager
NAIPTA
3773 N Kaspas Dr
Flagstaff, Arizona 86004
Tel: (928) 679-8909

If to NAU Contracts, Purchasing and Risk Management
Northern Arizona University
PO Box 4124, 545 E Pine Knoll Drive
Flagstaff, AZ 86011
Tel: (928) 523-4557

A notice shall be deemed received: 1) on the date delivered if delivered by hand; 2) on the day it is sent by electronic transmission; 3) on the second day after its deposit with any commercial air courier or express services; 4) if mailed, ten (10) days after the notice is deposited in the United States mail as above provided; or 5) on the delivery date indicated on receipt if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by electronic transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by electronic transmission.

10.6 Force Majeure.
The Parties shall not be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

10.7 Advertising.

No advertising or publicity concerning NAIPTA and NAU using any of the County’s services shall be undertaken without prior written approval of such advertising or publicity by the Parties.

10.8 Counterparts.

This IGA may be executed in one or more counterparts, and each originally executed duplicate counterpart of this IGA shall be deemed to possess the full force and effect of the original.

10.9 Captions.

The captions used in this IGA are solely for the convenience of the Parties, do not constitute a part of this IGA and are not to be used to construe or interpret this IGA.

10.10 Severability.

If any term or provision of this IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

10.11 Authority.

Each Party hereby warrants and represents that it has full power and authority to enter into and perform this IGA, and that the person signing on behalf of each Party has been properly authorized and empowered to enter into this IGA. Each Party further acknowledges that it has read this IGA, understands it, and agrees to be bound by it.

10.12 Nondiscrimination.

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.

10.13 No Boycotts of Israel.
Pursuant to A.R.S. §§ 35-393 and 35-393.01, the Parties certify that the Parties are not currently engaged in and agree, for the duration of this IGA, to not engage in a Boycott of Israel.

10.14 Assignment.

This IGA may not be assigned except with the prior written approval of the Parties, which approval may not be unreasonably withheld.

10.15 No Third-Party Beneficiaries.

No person or entity, whether or not mentioned or referred to in this IGA, other than NAU, County, and NAIPTA and each Party's permitted successors and assigns, shall be considered to be a third-party beneficiary of or entitled to assert any rights under this IGA.

[SIGNATURE PAGES FOLLOW]
IN WITNESS WHEREOF, the Parties have approved this IGA by resolution of their governing boards and have caused these presents to be executed by their duly authorized officers.

NAIPTA:
Northern Arizona Intergovernmental Public Transportation Authority

[Signature]
By: Its Board Chair

[Signature]
Date 5/5/2019

ATTEST:

[Signature]
Clerk of the Board

Approval of Legal Counsel:

This IGA has, prior to its execution, been submitted to the attorney for each party, who has determined that this IGA is in the proper form and is within the powers and authority granted under the laws of this state to such Party.

[Signature]
NAIPTA General Counsel

5/12/19
Date
IN WITNESS WHEREOF, the Parties have approved this IGA by resolution of their governing boards and have caused these presents to be executed by their duly authorized officers.

Arizona Board of Regents for and on behalf of Northern Arizona University
Office of the President

By: Dr. Rita Hartung Cheng, President

Date

5/29/19

Approval of General Counsel:

This IGA has, prior to its execution, been submitted to the attorney for each party, who has determined that this IGA is in the proper form and is within the powers and authority granted under the laws of this state to such Party.

Michelle G. Parker, General Counsel

Date

1st May 2019
IN WITNESS WHEREOF, the Parties have approved this IGA by resolution of their governing boards and have caused these presents to be executed by their duly authorized officers.

COCONINO COUNTY
Board of Supervisors

By: Its Board Chair

Date

ATTEST:

Clerk of the Board

Approval of Legal Counsel:

This IGA has, prior to its execution, been submitted to the attorney for each party, who has determined that this IGA is in the proper form and is within the powers and authority granted under the laws of this state to such Party.

Deputy County Attorney

Date

11
CDL Basic Control Skills Course

- Straight Line Backing

Red: Off set backing

Blue: Parallel Parking
(length of vehicle plus 15 ft.)
Parking Information

Year-round, a vehicle must display a valid permit to park on campus.

Weekdays (Monday - Friday) a permit is required in all lots or as posted. Resident lots are restricted 24 hours.

Weekends (after 4:30 p.m.) commuter and most employee lots are open to all permits unless otherwise posted.

Visitor Parking (hourly/daily options)

- Parking lot: P8A, P9B
- Public parking: purchase a permit at nearby kiosk
- Pay by space: purchase a permit at nearby kiosk
- Pay by meter: 2 hour meter
- Bus stop
- Patient parking: P25A, P46A, and P49 only
- Parking and Shuttle Services
- University Police

Informational Only (not on map)

- 15 minute parking no permit required stalls are located throughout campus.
- ADA accessible parking is located in proximity to all campus buildings and if unavailable, parking is permitted in any non-reserved stall with a valid HAU permit.
- Motorcycle parking is designated stalls or white hatched areas not adjacent to ADA stalls or fire hydrants.
- Car charging stations (P16A, P45, P60)

Parking Zones

- Employees
- North Commuter
- South Garages
- Employee Commuter
- North View Residents Only
- South Garages
- Residence parking
- Residence parking
- Residence parking
- Residence parking
- North Commuter

NOTE: This campus map is current as of August 1, 2018. For the most current version visit neocols/parking. Parking areas are subject to closures for maintenance and special events.