COCONINO COUNTY PARKS AND RECREATION DEPARTMENT PARTNERSHIP AGREEMENT

Coconino County, by and through its Parks and Recreation Department (herein referred to as CCPR) wishes to partner with Flag Velo, Inc. dba Flagstaff Biking Organization (FBO), an Arizona non-profit corporation, to plan, fund, and construct a public Bike Skills Park (Park) on County property at Fort Tuthill County Park.

1. Description of County property subject to this Agreement

The County property use area is approximately 7 acres and is located in Fort Tuthill County Park to the north of the Flagstaff Extreme use area as shown in the attached Exhibit A: "Mountain Bike Skills Park Use Area at Fort Tuthill County Park."

2. Name and address of Partner

Flag Velo, Inc. dba Flagstaff Biking Organization
Anthony Quintile
493 W. Philomena Dr.
Flagstaff, AZ 86001-1333
Phone: 928-779-5969
E-mail:Anthony@absolutebikes.net

3. Purpose of Partnership

The purpose of the Partnership Agreement is to partner with FBO to construct a public venue skills park for learning mountain bike skills and for the enjoyment of cycling in the outdoor, natural environment.

4. Definitions

"CCPR" means the Coconino County Parks and Recreation Department, the owner and operator of Fort Tuthill County Park.
"Director" means the Coconino County Parks and Recreation Director or designee.
"FBO" means Flagstaff Biking Organization.
"Master Site Plan" means the graphic plan and vision for a completed Mountain Bike Skills Park.
"Partner" means Flag Velo, Inc. a non-profit 501(c)(3) corporation in the State of Arizona. Also known as Flagstaff Biking Organization (FBO).
"Park" means the Mountain Bike Skills Park to be located at Fort Tuthill County Park, owned and operated by Coconino County.
"Special Event(s)" means any event or activity on the Park that may be atypical from daily operations.

5. Statement of Mutual Interest and Public Benefit

FBO will construct, at no cost to the County, a public Bike Skills Park at Fort Tuthill County Park with a variety of elements to serve various ages and skill levels; and to encourage the learning of mountain bike skills, appreciation of the outdoor environment, and encouragement toward an active, healthy community.

Upon completion, the Park is intended to be a free, drop-in facility available to the public during daylight hours, year round.

6. Responsibilities of the Partners

A. Pre-construction

1. FBO will be responsible for raising all funds needed to plan, design, engineer and construct the Park.

2. FBO will be responsible for the submission of the fully realized Park in the form of a Master Site Plan.
    a. Upon completion of the Master Site Plan it will be made a part of and incorporated into this Agreement.
    b. The Park may be constructed in phases over a period of time. See Section 16.

3. FBO and its contractors and subcontractors will cause a Bike Skills Park to be constructed utilizing best materials and best practices, performed in a workmanlike manner, and suitable for the intended purpose of creating a safe recreational facility open to the public, and of the nature specifically set forth in Exhibit A.

4. FBO will have sole responsibility for contracting with design professionals and contractors to perform the work.
    a. All design, plan development, and construction will conform to Coconino County building codes and Community Development, Building Division requirements.

5. FBO will be responsible to obtain all appropriate permits, attend any required pre-application meetings, and submit all plans, designs and construction documents prior to commencement of any construction to CCPR and Community Development, Building Division.

6. CCPR is the owner of the property and will have approval authority of all pre-construction materials in coordination with the County Community Development Department.

7. CCPR will coordinate with FBO on any pre-construction site preparation, CAD drawings, as built documents, or any information which will aid in the planning and design of the Park.

B. Construction Phase

1. Construction methodology plans and specs will be approved by CCPR and Community Development, Building Division. The Park will be constructed of appropriate materials and to industry standards acceptable to CCPR.

2. FBO will have sole responsibility for management of licensed contractors during construction.

3. FBO and its contractors will take all precautions to secure the construction site with fencing or other material acceptable to CCPR and in accordance with construction standards.

4. FBO will ensure that all other activities that take place at Fort Tuthill will not be disrupted in any way during construction of the Park.

5. CCPR will provide an on-site manager who will be responsible for the day-to-day oversight of FBO's contractor and construction activity and will communicate with FBO as necessary. FBO will timely and reasonably cure any issues brought to FBO's attention by CCPR that cannot be cured by CCPR's on-site manager.

C. Post Construction

1. FBO will make all manuals, plans, specifications and other construction documents available to CCPR upon completion of construction. FBO will conduct, or cause to be conducted any needed initial training on the maintenance and care of the Park for CCPR staff.

2. CCPR will maintain the Park to pre-determined and agreed upon standards to keep the Park in safe and usable condition for the public.
   a. CCPR desires that FBO make every attempt to use low maintenance materials and components and to complete the Park's design to be as sensitive to the environment as possible.

3. FBO and CCPR may, from time to time, use volunteers to assist with various aspects of Park maintenance under the supervision of CCPR staff when available.

D. Park Modification

1. Any modifications, additions, or expansion to the Park will be the responsibility of FBO in terms of fund raising, design, public input and construction. Any modifications are subject to CCPR approval in terms of overall Fort Tuthill impact and are subject to all requirements and permits from the Community Development Department.

2. Any modification will follow the same process as Section 6 A, B, and C.

7. Desired Outcomes

A. The Park will be operational during daylight hours every day of the week throughout the year.

B. From time to time, FBO may wish to conduct educational clinics or community events to highlight mountain biking using the Park. In recognition of this partnership, FBO will not be charged for the facility. Any revenues generated from the event will be retained by FBO.

1. Any other group that wishes to use the Park for an event or activity other than typical day use is required to submit an event application to the CCPR Events Office and pay any appropriate fees to CCPR.

2. FBO acknowledges that the Park is the property of CCPR and FBO does not have an ownership right in the Park, its fixtures and assets, and does not have the right to determine uses, restrictions, rules, or procedures. FBO, having particular expertise in the creation, operation and maintenance of a Park, may be consulted from time to time on best practices and CCPR shall work cooperatively with FBO to establish best practices for and in the Park.

8. Expansion

Any requests to expand the Park will require the following from the Partner: a written proposal, proposed design and impact, costs, operational and maintenance plan, and written approval from the Director. The Partner shall be responsible for all costs of construction and will obtain all appropriate County permits required. Approval or denial of the proposed expansion shall be at the sole discretion of CCPR and all decisions shall be final.

9. Park Operations

A. CCPR is solely responsible for the operation of the Bike Park upon completion of construction and obtaining a Certificate of Occupancy. CCPR will establish rules, regulations, operational hours, and use policies and post these on site at the Park.

B. CCPR reserves the right to close the Park, or a portion of the Park for maintenance, upgrades, weather, or safety concerns. CCPR reserves the right to decommission the Park if the Public Health, Safety and Welfare necessitate a total closure, at CCPR's sole and absolute discretion.

10. Signage/Marketing

On-site signage for Partner's non-construction activity is subject to CCPR approval and must be complementary to Fort Tuthill County Park interior way finding signage. Signage at Park entryways or exterior to the Park is subject to CCPR approval.

A. Any marketing materials produced by the Partner shall include reference to CCPR and/or Fort Tuthill County Park.

B. Additional signage in and around the Park shall include the name of Fort Tuthill County Park and be subject to approval by the CCPR Director.

C. CCPR will market the Park and the Partner as appropriate on its website, social media and other outlets.

11. Insurance and Indemnification

A. Insurance.

FBO will require that its sub-contractors provide and maintain and cause its sub-contractors to provide and maintain appropriate insurance acceptable to the County. In no event will the total coverage be less than the minimum insurance coverage specified below:

i. Commercial General Liability in an amount not less than One Million Dollars ($1,000,000) per occurrence/Two million Dollars ($2,000,000) aggregate.

ii. Automobile Liability in an amount not less than One Million Dollars ($1,000,000) per occurrence.

iii. FBO will name the County, its agents, officials, employees and volunteers as additional insureds, except for professional liability insurance and workers compensation, if any, and will specify that the insurance afforded by FBO is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by FBO. Said policy must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due FBO.

iv. If a policy does expire during the life of the Partnership, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

v. Upon the execution of this Agreement by FBO, FBO will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The County reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of FBO to procure and maintain the required liability insurance and provide proof thereof to the County within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.

vi. FBO will comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage, or Sole Proprietor Waiver, will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

B. Indemnification.

FBO will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the County and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of FBO, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of FBO and/or its subcontractors or claims under similar such laws or obligations. FBO's obligations under this paragraph do not extend to any liability caused by the sole negligence of the County or its employees.

12. FBO's Limited Partner Status.

FBO will operate as an independent contractor and not as an officer, agent, servant, or employee of the County. FBO will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, FBO is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law. FBO has no authority to enter into contracts or agreements on behalf of the County or that bind the County.

13. Contractor's Warranty of Compliance with Immigration Law

Pursuant to A.R.S.§44-4401, Coconino County, as a political subdivision of the State of Arizona, is required to include in all contracts the following requirements:

A. FBO and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-314A.

B. A breach of warranty under paragraph (A) (above) shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.

C. The County retains the legal right to inspect the papers of FBO or any of its subcontractors who work on the contract to ensure that FBO or its subcontractor(s) is complying with the warranty provided under paragraph (A) (above).

D. In accordance with A.R.S. §35-391.06, FBO hereby certifies that FBO does not have scrutinized business operations in Iran or the Sudan or with any party on the list of parties excluded from Arizona procurement.

E. FBO further certifies that it is in compliance with the Export Administration Act and not on the Excluded Parties List.

F. False certifications may result in the termination of this Agreement.

14. Amendment and Modification

This Agreement is subject to modification by mutual written consent of the County and the Partner.

15. Entirety

This Agreement document constitutes the entirety of the terms and conditions placed on Partner's use of County property and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the County and Partner as it relates to the Park.

16. Ownership

The fixtures and improvements consisting of the Mountain Bike Skills Park, once installed, are the property of CCPR. FBO shall not cause or allow the fixtures and improvements to be subject to mechanics and materialmens liens, security instruments, or collateral pledged to protect a secured interest in the fixtures and improvements. By signing this Partnership Agreement FBO acknowledges that it has no ownership interest

in the fixtures, improvements and finished Park and FBO does not have the authority or controlling authority to determine or decide how the Park shall be used, managed or operated by CCPR. CCPR and FBO shall cooperate together on Park uses and shall make every effort to accommodate the Park's intended purposes. But in the event of any disagreements that cannot be resolved with reasonable diligence, the CCPR has the sole and absolute authority to determine and decide Park uses, including but not limited to closing the Park or de-commissioning the Park if necessary to protect the Public Health, Safety and Welfare.

FBO warrants and understands that County and CCPR has committed no funding to this Project and has not appropriated sufficient monies to fund the undertaking described herein. FBO warrants and releases County and CCPR from any financial obligation to fund the planning or completion of the Park.

17. Non-Assignability. This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

18. Timeline

A. It is understood that because of the inherent nature of community involvement and the need to raise funds to construct this Park that it will be done in phases. CCPR, on behalf of the public and in the interests of the Partner, desires that once the process of public input and design has begun, that community momentum continue until a usable Park is installed.

B. A usable Park is defined as more than one built component and grading for mountain bike skill development. FBO agrees to accomplish this within two (2) years from the date of this Agreement.

C. Substantial completion of the Park as envisioned in the Master Site Plan shall be completed within six (6) years of the date of this Agreement.

19. Termination

A. This Agreement is revocable and may be terminated in the event the County determines Partner's failure to comply with any of the terms and conditions stated herein. County will give Partner thirty (30) days' written notice of default or noncompliance and allow Partner an opportunity to cure any default or noncompliance prior to final termination of the Agreement.

B. Notwithstanding Section 17 A., this Agreement will terminate upon completion of the Mountain Bike Skills Park as noted on the Master Site Plan.

20. Choice of Law

Any dispute arising under the terms of this Agreement will be decided in accordance with the laws of the State of Arizona.

COCONINO COUNTY	**PARTNER**
_____	Signature: _____
Elizabeth C. Archuleta, Chairwoman Board of Supervisors	Printed Name:_____
	Title: _____

ATTEST

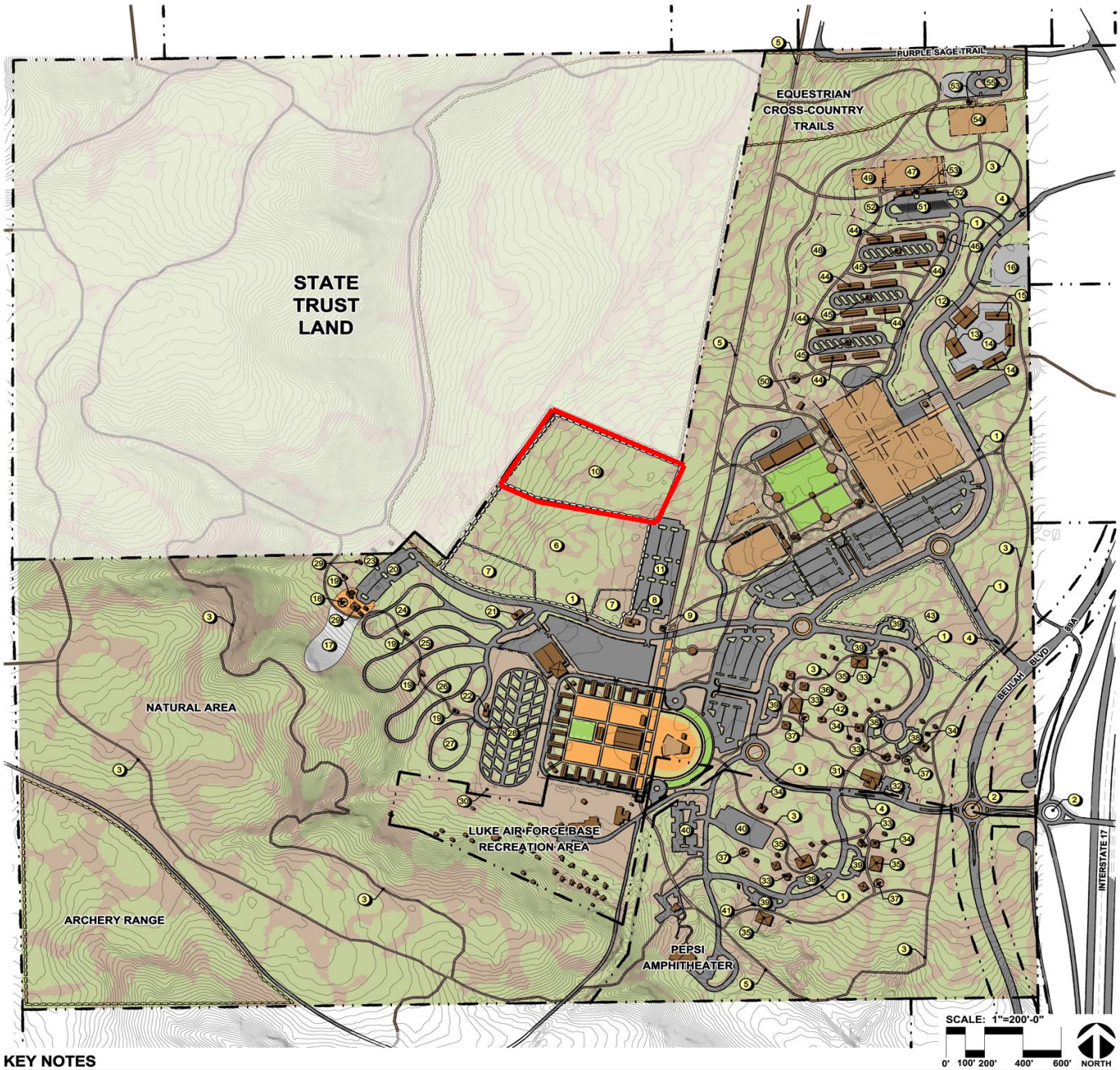
_____
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND WITHIN THE AUTHORITY OF THE COUNTY

_____
William P. Ring
Deputy County Attorney

Signed by the parties on this ____day of _____, 2013.

EXHIBIT A



KEY NOTES

CIRCULATION
1. 34' WIDE PARK ROADWAY W/ BIKE LANE
2. FUTURE ADOT ROUNDABOUT
3. SOLDIER'S TRAIL
4. CONTACT STATION/ ACCESS CONTROL
5. FUTS TRAIL

'EXTREME SPORTS' AREA
6. EXISTING FLAGSTAFF EXTREME SITE
7. EXPANDED FLAGSTAFF EXTREME ZONES
8. VISITOR CENTER
9. GUARD HOUSE
10. BIKE SKILLS PARK
11. PARKING LOT (248 SPACES)

MAINTENANCE AREA
12. CINDER BARN
13. FAIR STORAGE
14. PARKS BUILDING
15. PUBLIC WORKS/ PARKS BUILDING
16. APS SUBSTATION

CAMPGROUND
17. SNOW PLAY AREA
18. PLAYGROUND
19. RESTROOMS
20. PARKING LOT (120 SPACES)
21. CAMP HOST
22. RV HOST/ WASH HOUSE
23. GROUP CAMPING AREA (4 SITES)
24. CAMP LOOP 'A' (45 TENT SITES)
25. CAMP LOOP 'B' (60 TENT SITES)
26. CAMP LOOP 'C' (55 TENT SITES)
27. CAMP LOOP 'D' (30 TENT AND RV SITES)
28. RV CAMPING (34 RV SITES)
29. SHADE RAMADA
30. LANDSCAPE BUFFER

PARK ENTRY AND PICNIC AREAS
31. PARK OFFICE/ VISITOR CENTER (15,000 SF)
32. PARKING LOT (25 SPACES)
33. RESTROOMS
34. SHADE RAMADA
35. GROUP PAVILION
36. EXISTING RAMADA TO REMAIN
37. PLAYGROUND
38. PARKING LOT (15 SPACES)
39. PARKING LOT (25 SPACES)
40. EXISTING PARKING LOT TO REMAIN
41. HISTORIC MILITARY INCINERATOR/ INTERPRETIVE SITE
42. HISTORIC STRUCTURE TO REMAIN
43. DISC GOLF

EQUESTRIAN AREA
44. STABLES (24 STALLS)
45. RESTROOMS
46. STABLE HOST
47. EXISTING POSSE ARENA
48. EQUESTRIAN CAMPING AREA
49. WARM-UP ARENA
50. EXISTING POSSE RAMADA
51. PARKING LOT (73 SPACES)
52. SPECTATOR SEATING
53. RESTROOMS
54. COMMUNITY ARENA
55. PARKING LOT (29 SPACES)

COCONINO COUNTY ARIZONA PARKS & RECREATION

FORT TUTHILL COUNTY PARK

FLAGSTAFF, ARIZONA

FINAL MASTER PLAN

12/04/2012

JWA

OLSSON ASSOCIATES