

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE GOVERNING BOARD OF THE COCONINO COUNTY COMMUNITY COLLEGE DISTRICT

AND

CITY OF FLAGSTAFF

WHEREAS, the City of Flagstaff (the "City") and the Coconino County Community College District (the "District") entered into an Intergovernmental Agreement dated September 10, 2002, which was amended on September 8, 2008 (the "Original Agreement") for the purpose of the District leasing property to the City for the East Flagstaff Library; and

WHEREAS, Section 8 of the Agreement indicated that: the term of the Original Agreement was ten years; it could be renewed on the same terms for an additional five years; and if neither party intended to renew, that party must provide 180 days' written notice of the intent not to renew. Neither Party provided such written notice. And, neither Party took action to renew the Original Agreement. The Original Agreement, therefore, lapsed on September 10, 2012; and

WHEREAS, the Parties now wish to enter into a new Agreement on the same terms and conditions as if the Parties timely renewed the Original Agreement, with the exception of a change to the calculation of the amount of rent.

THEREFORE, the Parties agree as follows:

1. The terms of the Original Agreement, which is hereby incorporated into this document and is attached as Attachment A, with the exceptions indicated in Paragraphs 2 and 3 below:
2. Section 8 of the Original Agreement is deleted in its entirety and replaced with the following:

The term of this Agreement shall commence on the date of the execution of the Original Agreement by the parties, and shall end on June 30, 2017 (the "Initial Term.") This Agreement will automatically renew for an additional two years, terminating on June 30, 2019, if neither party sends a written notice of intent to terminate to the other party at least 60 days prior to the expiration of the Initial Term. Either party may terminate this lease at any time for any reason or no reason, without penalty, upon 180 days written notice.

3. Section 9.1 of the Original Agreement is deleted in its entirety and replaced with the following:

In consideration of the rights and privileges granted by CCCC to the City by this Agreement, and in consideration for the costs incurred in 9.3 below, the parties agree that the City shall

pay rent to the CCC in the annual amount of \$81,421.46 for Fiscal Year 2013, effective July 1, 2012 to June 30, 2013, paid in twelve equal monthly installments. Each July the monthly rent shall be increased by the amount of increase in the Consumer Price Index U.S. City Average All Urban Consumers as published by the United States Department of Labor's Bureau of Labor Statistics, over the base period index for the annual average of the prior year. Such increase shall be limited to not less than 0% and not more than 5% over the prior year. If the term commences on a date other than the first day of a calendar month or ends on a date other than the last day of the month, monthly rent shall be prorated. Rent is due on the first of each month. If payment is not received by the 20th of the month, such delay shall constitute a breach of this Original Agreement.

4. The Parties waive all claims or defenses that may be available to either of them as a result of the lapse of the Original Agreement and agree to proceed as if the Original Agreement did not lapse.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the 25 day of June, 2013.

CITY OF FLAGSTAFF

COCONINO COUNTY COMMUNITY COLLEGE DISTRICT

BY: 

Gerald W. Nabours, Mayor

BY: 

Leah L. Bornstein, President

Attest:

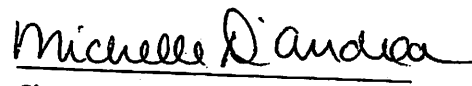

Elizabeth Burke, City Clerk

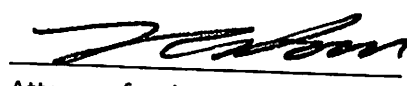
Attest:


Executive Assistant

Approved as to form:

Approved as to form:


City Attorney


Attorney for the Coconino County
Community College District

9. B.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Heidi Holland, Library Director
Co-Submitter: Michelle D'Andrea
Date: 05/15/2013
Meeting Date: 05/21/2013



TITLE:

Consideration of Approval of the Intergovernmental Agreement: between the Governing Board of the Coconino County Community College District and City of Flagstaff for the East Flagstaff Community Library building rental agreement renewal.

RECOMMENDED ACTION:

Approve the lease agreement IGA renewal for the East Flagstaff Community Library.

Policy Decision or Reason for Action:

The City of Flagstaff has had a lease agreement/IGA in place with the Coconino County Community College District for the East Flagstaff Community Library at the 3000 N Fourth Street location since 2002. This agreement has lapsed and is in need of renewal or reinstatement.

Financial Impact:

The costs remain consistent with the initial agreement and continue to be covered by the existing East Flagstaff Community Library budget.

The annual amount of \$81,421 for Fiscal Year 2013, effective July 1, 2012 to June 30, 2013, paid in twelve equal monthly installments. Each July the monthly rent shall be increased by the amount of increase in the Consumer Price Index U.S. City Average All Urban Consumers as published by the United States Department of Labor's Bureau of Labor Statistics, over the base period index for the annual average of the prior year. Such increase shall be limited to not less than 0% and not more than 5% over the prior year.

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

Yes - Council approval to enter into agreement with Coconino County Community College District for the East Flagstaff Community Library in September of 2002 and renewed and amended in 2008.

Options and Alternatives:

1. Approve Intergovernmental Agreement and the Lease Agreement will be renewed with no disruption of service to the eastside community.
2. Do not approve and a new location would need to be designated along with relocating, with additional costs accrued and disrupted services.

Background/History:

The eastside library has been a success in its community and seen an incredible amount of growth in usage over the last 10 years.

This library used to be located within the Mount Elden Middle School facility, with approximately 2,000 patrons visiting in a month.

Upon relocating to the current CC- owned location at 3000 N Fourth over 10 years ago, the visitor counts have gone up every year.

With its opening in the current location on March 16, 2003, the library saw not only an increase in patron usage but also an increase in requests for services, programming and resources. By July of 2003, the patron count had increased to 9,978. More recently, in July of 2012, the library welcomed 28,024 patrons for the month. For FY 2012, the annual visitor count was 339,931.

Key Considerations:

Library services in the eastside community are helping to address the digital divide. Examples:

- Many come into the library to use the computers and internet as they have no other access.
- Parents take advantage of library early literacy services, programs and information.
- Seniors among many other age groups utilize the computer help that is readily accessible.
- Teens and pre-teens come in after school to do homework, take part in programming and use computers.

Expanded Financial Considerations:

As part of the rental agreement, Coconino Community College provides utilities and snowplowing.

Community Benefits and Considerations:

The library has had some local neighborhood area volunteers of various age groups besides the many community members that come in everyday to study, learn more about computers, use the internet, meet friends or business partners, read newspapers and magazines and attend early literacy and life long learning programs. Survey input and the library receives many positive comments from the community it serves. Examples in the last quarter include the following:

- "I love my neighborhood branch library and that it is open so many hours."
- "Friendly, helpful staff! Job search, resume assistance, greatly appreciated!"
- "Your Flagstaff branch is very knowledgeable on information and services."
- "I love the library because there are fish and books and storytime."

Community Involvement:

Inform; Involve; Collaborate

The library has involved local neighborhood area volunteers of various age groups. Local community members use the library for job help and computer tutoring help. One local community member volunteered to collaborate in facilitating bilingual children's story time sessions with library staff. The library helps to inform our community at both locations on City and regional events and other requested information, local or otherwise.

Attachments: IGA Lease Renewal
 Original IGA
 '08 Amendment

INTERGOVERNMENTAL AGREEMENT

Between
The Governing Board of the Coconino County Community College District
and
City of Flagstaff

This Intergovernmental Agreement, dated as of 9-10, 2002 (the "Agreement"), by and between the Governing Board of the Coconino County Community College District ("CCCC"), an entity duly formed and existing under Title 15 of the Arizona Revised Statutes, with offices at 2800 S. Lone Tree Road, Flagstaff, Arizona, and the City of Flagstaff, a municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona acting on behalf of the Flagstaff Public Library ("City").

RECITALS

- A. Pursuant to the Arizona Revised Statutes Title 15, CCCC may enter into lease agreements as a lessor.
- B. City has agreed to undertake the planning, financing and remodeling of a portion of a building on the campus of the Coconino County Community College ("CCCC") at the location as described in Exhibit A (the "Premises"), and CCCC has found and determined that the lease of the Premises to the City for such purposes is not inconsistent with the functions of CCCC.
- C. CCCC and the City wish to work together to coordinate access to regional telecommunications facilities to avoid redundancies.

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing agreements between public agencies for services or the joint exercise of powers common to each, the parties agree as follows:

1. Representations and Warranties of the City.

The City makes the following representations and warranties to CCCC as of the date of the execution of this Agreement:

- 1.1 City has full legal right, power, and authority to enter into this Agreement and to carry out and consummate all transactions contemplated by this Agreement, and by appropriate action, has duly authorized the execution and delivery of this Agreement.

1.2 The officers of the City executing this Agreement are duly and fully authorized to execute the Agreement.

2. Representations and Warranties of CCCC.

CCCC makes the following representations and warranties to the City as of the date of the execution of this Agreement.

2.1 CCCC has full legal right, power and authority to enter into this Agreement and to carry out and consummate all transactions contemplated by this Agreement, and by proper action has duly authorized the execution and delivery of this Agreement.

2.2 The officers of CCCC executing this Agreement are fully and properly holding their respective offices and are fully authorized to execute this Agreement.

2.3 The Agreement has been duly authorized, executed and delivered by CCCC, and will constitute a legal, valid and binding agreement of CCCC, enforceable against CCCC in accordance with its terms.

2.4 CCCC is the owner of the improvements and the owner of a ground lease interest in the Premises which extends until August 4, 2024.

2.5 The execution and delivery of this Agreement, and the fulfillment of or compliance with the terms and conditions hereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any indenture, mortgage, deed of trust, agreement, lease, contract or other agreement or instrument to which CCCC is a party or by which it or its properties are otherwise subject or bound, or, to the knowledge of CCCC, any applicable law or administrative rule or regulation, or any applicable court order, administrative decree or order, or result in the creation or imposition of any prohibitive lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of CCCC, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Agreement or the financial condition, assets, properties, or operations of the City.

2.6 No consent of approval of any trustee or holder of any indebtedness of CCCC, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

2.7 No information, exhibit or report furnished to the City by CCCC in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state a

material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

3. Premises.

CCCC hereby leases to the City and the City hereby rents from CCCC, on the terms and conditions set forth in this Agreement, a portion of the building and parking lot situated on the campus of the College on Fourth Street, Flagstaff, Arizona, and more particularly described in the attached Exhibit "A" (the "Premises") for the purpose of operating a public library. The Premises shall include forty-five (45) parking spaces for the use of City library patrons and staff to the west of the building depicted in Exhibit A. If 45 spaces are not available in that area, CCCC will make spaces available in the vicinity of the Premises to the south of the building. CCCC hereby further irrevocably grants to the City and the City hereby accepts from CCCC, a license for ingress and egress to the Premises for the term of this Agreement.

4. Possession.

CCCC covenants to deliver possession of the Premises to the City upon commencement of the term of this Agreement as set forth in Section 8.

5. Condition of Premises.

CCCC leases the Premises to the City in "as is" condition.

6. Quiet Enjoyment.

CCCC covenants that, subject to the limitations expressly set forth herein, the City, upon performing all covenants in this Agreement, may quietly have, hold, and enjoy all of the Premises during the term of this Agreement and any extended term hereof, without hindrance or interruption by CCCC, its sublessees or assigns. CCCC agrees that it shall not use the portion of the building adjoining the Premises for any use or purpose that is extra hazardous on account of fire or otherwise, or for any use or purpose that is unlawful, that is a nuisance or that would conflict with the City's ability to operate a public library on the Premises.

7. Purpose; Cooperation.

7.1 The Premises shall be used by the City during the term of the Agreement for the purpose of operating a branch of the Flagstaff/Coconino County Public Library ("Library") for the benefit of the community and for the benefit of CCCC.

7.2 The Library Director for the City and CCCC's Coordinator for Information Resources and Library Services, or their respective designees, agree to meet annually between the months of January and March. Items to be reviewed annually shall include, but not be limited to, hours of operation, services, and resources. Any amendment of the terms of this Agreement must be in writing as provided elsewhere in this Agreement.

7.3 CCCC and the City will endeavor to use joint purchasing agreements when such agreements will maximize access for both City and CCCC patrons to the Premises and the services provided through this Agreement.

8. Term.

The term of this Agreement shall commence on the date of execution of this Agreement by the parties, and shall end ten years from that date unless such term is extended or sooner terminated as provided in this agreement. City and CCCC may renew this Agreement on the same terms for an additional five (5) years. If either party does not intend to renew the agreement at the end of the lease term, that party will give 180 days' written notice of such intention to the other party prior to the end of the lease term.

9. Rent and Fees.

9.1 In consideration of the rights and privileges granted by CCCC to the City by this Agreement, and in consideration for the costs incurred in 9.3 below, the parties agree that the City shall pay rent to the CCCC in the amount of Sixty Thousand Dollars (\$60,000) per year, paid in twelve equal monthly installments of Five Thousand Dollars (\$5,000). If the term commences on a date other than the first day of a calendar month or ends on a date other than the last day of the month, monthly rental shall be prorated. Rent is due on the first of each month. If payment is not received by the 20th of the month, such delay shall constitute breach of this Agreement. City shall not be obligated to make rental payments until it has received a certificate of occupancy for the Premises.

9.1.1 Each July the monthly rental shall be increased by the amount of increase in the Consumer Price Index – U.S. City Average – All Urban Consumers (1982-84 = 100), as published by the United States Department of Labor's Bureau of Labor Statistics, over the base period index for the annual average of the prior year. Such increase shall be limited to not less than 0% and not more than 5% over the prior year.

9.2 Common Areas, Parking, and Maintenance. During the Term, City and City's employees, agents, visitors, and invitees shall have the right, in common with others entitled to the similar use thereof, to use all of the interior and exterior common areas of the Premises, including, without limitation, lobbies, hallways, doorways for ingress and egress to and from the Premises and to and from the exterior common areas of the Premises, parking areas located on the property on which the Premises is situated not exclusively reserved for use by the College or by third parties, streets, service drives, and sidewalks for ingress and egress to and from the Premises and public streets and highways. CCCC may adopt, from time to time, reasonable rules and regulations regarding the common areas, including parking.

9.3 CCCC shall maintain the interior and exterior areas of the Premises and common areas in good order and condition including parking lot, landscaping, foundation, roof, fire sprinkler, electrical, heating, ventilation, air-conditioning, and plumbing systems.

9.3.1 CCCC's obligations shall include providing landscaping, snow removal, and other services for the exterior common areas. With regard to the interior of the Premises, CCCC will provide cleaning and janitorial services, as described in RFP 98-4 "Request for Janitorial Services," attached as Exhibit B.

9.3.2 CCCC schedules routine maintenance, and may from time to time make reasonable modifications to the maintenance schedule. The City shall make written requests to address non-scheduled maintenance items. CCCC shall have a reasonable time to respond and correct these non-scheduled maintenance items. CCCC will respond promptly to the City's requests which involve emergency repairs.

9.4 Utilities. Utility expenses related to the Premises, including without limitation electric, water, gas, sewer, refuse and recycling expenses, are the sole responsibility of CCCC and are included in the amount to be paid by the City to CCCC in paragraph 9.1. Communication utilities, including telephone and cable services, are the sole responsibility of the City.

9.4.1 During the period of the City's remodeling of the Premises, and before the City obtains an occupancy permit, the City shall pay CCCC \$1,250.00 per month for electrical, gas and water expenses. If the City's occupancy under its occupancy permit commences on a date other than the first day of a calendar month, these monthly expenses shall be prorated.

10. Responsibility for Construction of Project.

10.1 City shall arrange for the design and remodeling of the structure on the Premises to be used for the Library, in substantial accordance with the contract documentation approved (or to be approved) by CCCC and consistent with the requirements of CCCC. Any substantial change in the approved plans shall be submitted to CCCC's designee for review and approval.

10.2 The City shall obtain at its expense all licenses and permits required to perform the work and shall comply with all applicable laws affecting the work. All work and materials shall be in accordance with all applicable codes and regulations. The City shall ensure that the Premises are maintained in a safe condition and that only those involved in supervising and performing the construction work shall be permitted access to the Premises.

11. Title on Termination.

The City shall, upon the termination or expiration of this Agreement, quit and surrender the Premises and deliver to CCCC actual possession of the Premises in good order, condition, and repair. City shall have the right to remove from the Premises all fixtures used or procured for use in connection with its possession of the Premises, and paid for by the City, on or before expiration or termination of the Agreement, provided that City shall promptly repair, or cause to be repaired, any damage resulting to the Premises by reason of this removal.

12. Default.

In the event that either party shall be in default in the performance of any obligation on its part to be performed under the terms of this Agreement, which default continues for thirty (30) days following written notice and demand for correction to the defaulting party, the non-defaulting party may exercise any and all remedies granted by law.

13. Right of Entry.

CCCC, through any of its duly authorized representatives, shall have the right to enter upon the Premises for the purposes of inspection, or any other lawful purpose, including, without being limited to, the right to enter to inspect construction work during the course of construction for compliance with the provisions of this Agreement. CCCC shall exercise such rights reasonably during ordinary business hours, and in such manner as not to interfere with the business of the City or its contractors.

14. Signs.

The City shall not construct, hang or paint any signs on the exterior of buildings other than safety or directional signs and signs provided for in the approved plans, without written consent of CCCC.

15. Waste.

The City shall not knowingly commit, suffer or permit any waste or nuisance on the Premises or any acts to be done on the Premises in violation of any applicable laws or ordinances. The City shall keep and maintain the interior of the Premises in a safe condition.

16. Taxes and Assessments.

CCCC shall pay all lawful taxes, assessments, or charges which at any time may be levied upon any interest CCCC may have under this Agreement (including both the land and improvements).

17. Assignment: Sublease.

CCCC may, at any time assign, transfer, or otherwise convey all or any part of its right, title and interest in the Premises or this Agreement, including CCCC's rights to receive the rental payments or any part thereof, in which event City agrees to make all rental payments to the assignee designated by CCCC.

17.1 The City may not sublet the Premises or assign this Agreement, or any interest therein, without the prior consent in writing of CCCC, which consent may not be unreasonably withheld by CCCC.

18. Relationship of Parties.

The City and the agents and employees of the City in the performance of this Agreement shall act in an independent capacity and not as officers, employees, or agents of CCCC. The employees of CCCC who participate in the performance of this Agreement are not agents of the City.

19. Encumbrance of Leasehold.

With the exception of this Agreement, CCCC shall not encumber the leasehold. The City shall not have the right to subject this Agreement to any mortgage nor subject this Agreement to any trust deed or other security device.

20. Amendments.

This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties.

21. Waiver.

The waiver by any party of a breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

22. No Liability of City.

22.1 Any obligation of CCCC created by or arising out of this Agreement shall not impose a debt or pecuniary liability upon the City or a charge upon the general credit or taxing powers of City but shall be payable solely out of funds duly authorized and appropriated by CCCC.

22.2 The delivery of this Agreement shall not directly, indirectly, or contingently obligate City to levy any form of taxation or to make any appropriation. No breach of any pledge, obligation or agreement made or incurred in connection with this Agreement may impose any pecuniary liability upon, or any charge upon the general credit of the City.

23. Indemnification and Insurance.

23.1 Indemnification. 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 (including reasonable attorney's fees) (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 Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

23.2 **Insurance.** The City shall provide commercial general liability insurance coverage insuring against liability for acts, errors and omissions of the City, its Council members, officers, employees, agents and patrons for claims made by any person or entity, including CCCC, whether for death, personal injury, property damage or otherwise. The limit of the City's coverage is \$26,000,000 which, for purposes of this Agreement, shall be primary to the insurance or self-insurance coverage of CCCC, and shall name CCCC together with their respective Board members, officers, employees and agents, as additional insured parties. The City shall be solely responsible for insuring the value of its fixtures, additions, improvements and contents of the Premises against loss by fire, theft, or any other cause.

24. **Dispute Resolution.**

24.1 If a dispute arises out of or relates to this Agreement, 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 arbitration (if required under A.R.S. § 12-1518), to litigation, or to some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the auspices of the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation.

24.1.1 The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of a party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

24.2. Except as otherwise agreed by the parties or required by law, any litigation brought by either party against the other to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

25. **Section Headings.**

All articles, paragraph and section headings, titles or captions contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

26. Notices.

All notices herein which are to be given or which may be given by either party to the other, shall be in writing and shall be deemed to have been given three (3) business days after deposit in the United States Mail, certified and postage prepaid, return receipt requested and addressed as follows:

CCCC:

Jami Bradley, Vice President of
Business and Administrative Services
Coconino County Community College
2800 S. Lone Tree
Flagstaff, AZ 86001

City:

Jeri Dustir, Deputy City Manager
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

Nothing in this Agreement shall preclude the giving of any such written notice by personal service, in which event notice shall be deemed given when actually received. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as provided above.

28. Successors and Assigns.

The terms and provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties.

29. Holding Over.

Should the City hold over the expiration of the term of this Agreement with the express or implied consent of CCCC, such holding over shall be deemed to be on a month-to-month basis, subject otherwise to all the terms and conditions of this Agreement.

30. Conflict of Interest.

This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.

31. Partial Invalidity.

If any one or more of the terms, provisions, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this Agreement shall be affected, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

32. Integration. This Agreement represents the entire understanding of City and CCCC as to those matters contained in the Agreement. No prior oral or written understanding shall be of any

force or effect with respect to those matters covered in the Agreement. This Agreement may not be modified or altered except in a writing signed by duly authorized representatives of the parties, in compliance with all applicable statutory and charter requirements.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the 10th day of September, 2002.

City of Flagstaff

Coconino County Community College District

By: Joseph C. Donaldson
Joseph C. Donaldson, Mayor

By: Thomas S. Jordan
Thomas S. Jordan, President

Attest:

Attest:

Margie Brown
Margie Brown, City Clerk

Lydia Adams
Lydia Adams, Board Recorder

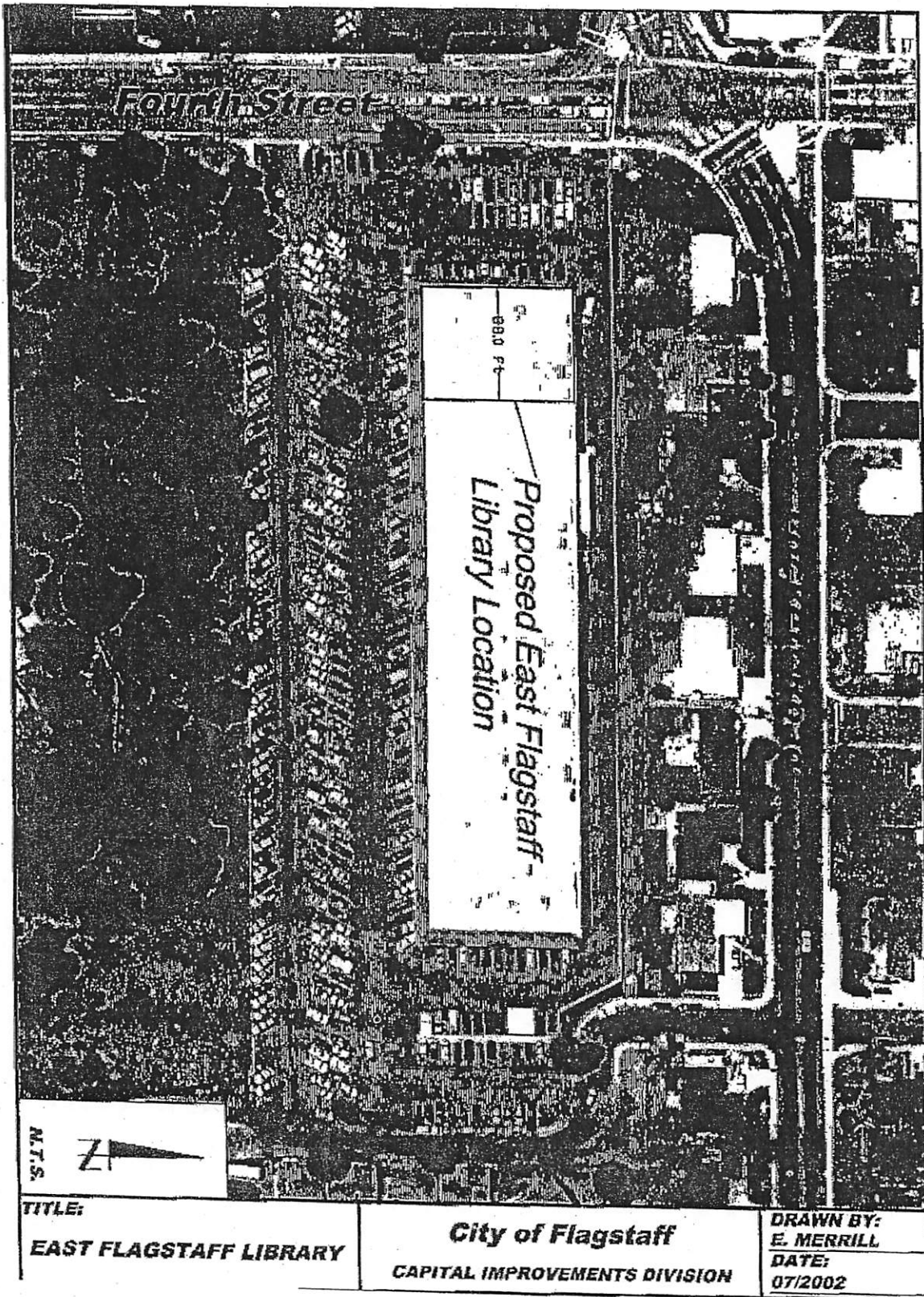
Approved as to form:

Approved as to form:

Joseph R. Bertoldo
Joseph R. Bertoldo, City Attorney

A. Dean Pickett
A. Dean Pickett, Attorney for
Coconino County Community College District

EXHIBIT A



**Coconino
Community
College**

RFP 98-4

"Request for Janitorial Services"

Appendix B

**"Specifications and
Contractor's
Responsibility"**

1.0 **GENERAL CLEANING & TECHNICAL SPECIFICATIONS**

The following are the general cleaning technical specifications for the community college facilities noted within. Please use these as a guide for preparation of the proposal and the cleaning services required.

- 1.0.1 Traffic areas of carpets are to be cleaned four (4) times a year. All areas of carpet are to be cleaned once per year. Extraction will be performed as directed by the community college.
- 1.0.2 All Janitorial Services are to be performed between 9:00 p.m. and 6:00 a.m., unless noted by site.
- 1.0.3 Report needed building repairs to the business office daily.
- 1.0.4 Janitors will be responsible, to respond to all emergency cleanups, spills, and porter services as requested during all hours they are on duty.
- 1.0.5 All tile floors are to be stripped and waxed twice yearly, or as needed to maintain appearance as determined by Facilities Management.
- 1.0.6 The intent of this contract is to cover all janitorial services to maintain each site. All sites may not require all technical requirements, but the omission of a requirement (space, surface, etc.) does not relieve vendor from the requirement to perform services needed.

1.1 **SPACE TECHNICAL REQUIREMENTS: Administrative Offices, Public Areas and Conference/Multiple Purpose Rooms.**

- 1.1.1 **DAILY:**
 - 1.1.1.1 Empty all waste receptacles and pencil sharpeners. Damp wipe receptacles and replace plastic liners as needed.
 - 1.1.1.2 ~~Spot clean walls in rooms, partitions, windows, and displays.~~
 - 1.1.1.3 Dust mop smooth floors and spot mop.
 - 1.1.1.4 ~~Spot clean soiled areas of carpeted floors.~~
 - 1.1.1.5 ~~Vacuum all carpeted traffic and open areas in classrooms.~~
 - 1.1.1.6 Clean and sanitize all drinking fountains.
- 1.1.2 **WEEKLY:**
 - 1.1.2.1 ~~Spray buff floors that are coated with floor finish, and dust mop after.~~
 - 1.1.2.2 Vacuum all fabric upholstery, spot clean all washable coverings.
 - 1.1.2.3 Mop areas which have concrete, tile, terrazzo, or resilient tile floors.
 - 1.1.2.4 Clean metal trim.
 - 1.1.2.5 Spot clean doors, walls, and cubical partitions. Spot clean kick boards, and base boards as needed in high traffic areas.

1.1 (Continued)

1.1.2.6 Vacuum entire carpet areas, move furniture as needed, but replace to original settings.

1.1.2.7 Dust and remove marks from cleared areas of furniture tops, vacant shelves, sills, ledges, and clean public telephones.

1.1.3 **MONTHLY:**

1.1.3.1 Dust vertical furniture surfaces, ~~baseboards~~ and vertical wall trims.

1.2 **SPACE TECHNICAL REQUIREMENTS; Corridors, Lobbies, Patio Areas, Entryways, and Handicap Ramps.**

1.2.1 **DAILY:** As often as required to maintain clean appearance.

OUTSIDE ENTRYWAYS ONLY

1.2.1.1 Remove lint, cobwebs, mud and litter from walks steps, walkways, floors, canopies and lights.

1.2.1.2 Empty smoking and trash receptacles and wipe down. (Including trash receptacles in public and staff parking lots.)

1.2.1.3 Clean walk-off mats.

1.2.1.4 Clean entry floor and entrance glass.

1.2.1.5 Sweep or blow off walks and entries as needed.

DAILY: ALL 5.2 AREAS

1.2.1.6 Empty all waste receptacles. Damp wipe receptacles and replace plastic liners as needed.

1.2.1.7 Clean, sanitize, and polish all drinking fountains.

1.2.1.8 Empty and clean all ash trays located in smoking areas.

1.2.1.9 Vacuum, all floor mats, or entry mats located at entry and exit doors. Wash as needed.

1.2.1.10 Spot clean glass at entry/exit doors. Clean all push plates and kick plates.

1.2.1.11 Damp wipe soiled table tops, chairs and benches, and remove any loose trash from areas, (patios, stairs).

1.2.1.12 Sweep and remove loose soil and rocks from all entry ways and handicap ramps.

1.2.1.13 Clean all handicap ramps and rails.

1.2.1.14 Clean public telephones

1.3.2 **WEEKLY: ALL 5.2 AREAS**

1.3.2.1 Dust horizontal surfaces such as window sills, ledges, and cleared furniture tops, chairs, and benches.

1.3 (Continued)

1.3.2.2 Spray buff waxed floors and dust mop afterwards.

1.4 SPACE TECHNICAL REQUIREMENTS: Employee Break Rooms and Lounges.

1.4.1 DAILY:

1.4.1.1 Empty all waste receptacles. Damp wipe receptacles and replace plastic liners as needed.

1.4.1.2 Spot clean walls and doors.

1.4.1.3 Clean sinks, counter tops, tables, and exterior surfaces of appliances.

1.4.1.4 Spot mop all smooth floors.

1.4.1.5 Vacuum all carpeted areas.

1.4.2 WEEKLY:

1.4.2.1 Spray-buff floors, removing scuff marks and or dull areas. Dust mop afterwards.

1.4.2.2 Wet mop floors.

1.4.3 MONTHLY:

1.4.3.1 Vacuum all fabric upholstery; clean all washable coverings.

1.4.3.2 Dust furniture, sills, ledges, and HVAC vents.

1.5 SPACE TECHNICAL REQUIREMENTS: Rest Rooms, Showers, and Locker Rooms.

1.5.1 DAILY:

1.5.1.1 Empty all waste receptacles. Damp wipe receptacles and replace plastic liners as needed.

1.5.1.2 Resupply towels, soap, toilet paper, and seat covers as required.

1.5.1.3 Clean mirrors, sink basin and fixtures, using a germicidal solution or detergent.

1.5.1.4 Remove stains, heavy soil, or graffiti on walls, and partitions.

1.5.1.5 Clean toilet seats and outside toilets using a germicidal detergent solution. Clean inside of bowl rims and urinals using a cleaner having max. of 14% HCL acid.

1.5.1.6 Clean all stainless steel and chrome surfaces.

1.5.1.7 Remove trash from floors, and damp mop using a germicidal detergent or solution.

1.5.2 WEEKLY:

1.5.2.1 Wash waste containers and urns using a germicidal or detergent solution.

1.6 (Continued)

1.6.2.2 Clean hardware underneath basins using a germicidal or detergent solution.

1.6.2.3 Pour one gallon of water in floor drains.

1.6.2.4 Spray-buff waxed resilient floors. Dust mop afterwards.

1.6.3 MONTHLY:

1.6.3.1 Dust all HVAC vents.

1.7 SPACE TECHNICAL REQUIREMENTS: Janitorial Closets and Storage Rooms.

1.7.1 DAILY:

1.7.1.1 Clean the custodial sink.

1.7.1.2 Rinse clean mop buckets, and mops and put in their respective place.

1.7.1.3 Make sure all containers of cleaning materials are properly labeled as per OSHA requirements.

1.7.1.4 Report needed building repairs to Facilities Manager.

1.7.1.5 Make certain that no waste materials are left in the room.

1.7.1.6 Clean all custodial equipment and tools and keep stored in orderly fashion.

1.7.1.7 Put materials on shelves in orderly fashion and do not store oily rags on these shelves. Give all cloth materials adequate ventilation for drying.

1.7.1.8 Do not leave garbage cans full in closets overnight.

1.7.2 WEEKLY:

1.7.2.1 Spot clean walls and doors, and dust shelves and ledges.

1.7.3 MONTHLY:

1.7.3.1 Sweep and damp mop floor to remove heavy soil.

1.7.3.2 Dust all HVAC vents.

1.8 SPACE TECHNICAL REQUIREMENTS: Outside Refuse Areas.

1.8.1 The immediate area around the refuse container (approximate ten foot circle) will be polished and all loose debris will be removed.

1.8.2 Trash removed from all areas is to be emptied into outside refuse container daily.

2.0 CONTRACTOR'S RESPONSIBILITIES:

2.0.1 The Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services at the designated locations. (See Exhibit 1 for Supply Specifications).



After recording, return to:

Clerk's Office
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

Amendment One

INTERGOVERNMENTAL AGREEMENT

Between
The Governing Board of the Coconino County Community College District
and
City of Flagstaff

This Amendment One is incorporated into and made a part of the Intergovernmental Agreement, dated September 10, 2002 (the "Agreement") made by and between the Governing Board of the Coconino County Community College District ("CCCC"), and the City of Flagstaff, acting on behalf of the Flagstaff Public Library ("City"), by mutual agreement of the parties as set forth below.

1. The text in Section 9.1 of the Agreement shall be revised as follows:

9.1 In consideration of the rights and privileges granted by CCCC to the City by this Agreement, and in consideration for the costs incurred in 9.3 below, the parties agree that the City shall pay rent to the CCCC as described in Schedule 1 attached to Amendment 1 of this Agreement in the amount of Sixty Thousand Dollars (\$60,000) per year, paid in twelve equal monthly installments of Five Thousand Dollars (\$5,000). Schedule 1 will be updated as of July 1 each year for budgeted amounts and then adjusted for actual cost differences from the prior fiscal year, should there be a difference from budget. Adjustments will be applied prospectively to the rent. If the term commences on a date other than the first day of a calendar month or ends on a date other than the last day of the month, monthly rental shall be prorated. Rent is due on the first of each month. If payment is not received by the 20th of the month, such delay shall constitute breach of this Agreement. City shall not be obligated to make rental payments until it has received a certificate of occupancy for the Premises.

~~9.1.1 Each July the monthly rental shall be increased by the amount of increase in the Consumer Price Index - U.S. City Average - All Urban Consumers (1982-84=100), as published by the United States Department of Labor's Bureau of Labor Statistics, over the base period index for the annual average of the prior year. Such increase shall be limited to not less than 0% and not more than 5% over the prior year.~~

2. The text in Section 9.3.1 of the Agreement shall be revised as follows:

9.3.1 CCCC's obligations shall include providing landscaping, snow removal, and other services for the exterior common areas. ~~With regard to the interior of the Premises, CCCC will provide cleaning and janitorial services, as described in RFP 98-4 "Request for Janitorial Services," attached as Exhibit B.~~

Except as modified by this Amendment One, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by duly authorized representative of the parties as of the 8th day of September 2008.

City of Flagstaff

Coconino County Community College District

Sara Presler, Mayor

Leah L. Bornstein, President

Attest:

Attest:

City Clerk

Approved as to form and as to authority granted by law

Approved as to form and as to authority granted by law:

City Attorney

Attorney for Coconino County Community College District

SCHEDULE 1

**Coconino Community College
Library Rental at Fourth Street Campus
5/15/2008 14:54**

<u>Locat.</u>	<u>Org.</u>	<u>Description</u>	<u>Library %</u>	<u>Budget</u>	<u>Library</u>
		Library Rental Charge			\$ 77,853.89
		Expenses:			
(1)		District Budget Allocation			28,477.67
(2)		Fourth Street Budget Allocation			46,023.67
		Subtotal Expenses			74,501.33
		Indirect Expenses at 4.5%			3,352.56
		Total Expenses			77,853.89
		Expenses over Revenues			

(1) District Budget Allocation - Insurance and Labor					
0000DS	1535	Property Ins (not incl Umbrella)	4.62%	\$ 64,092.08	
0000FL	1540	Security - labor (net of revenues)	4.62%	134,387.40	
0000DS	1601	Facilities - labor	4.62%	153,863.85	
0000FL	1604	Maintenance - labor	4.62%	263,828.25	
				<u>616,171.58</u>	
					4.62%
					<u>28,477.67</u>

(2) Fourth Street Budget Allocation - Materials, Ground Lease, Deferred Maintenance, Custodial & Utilities					
0000FS	1540	Security - materials	16.39%	2,201.68	
0000FS	1602	Op & Grounds - includes ground lease & property taxes	16.39%	66,035.84	
0000FS	1604	Maintenance - materials	16.39%	21,840.00	
Plant		Deferred Maintenance Spreadshee	16.39%	76,412.00	
				<u>166,489.52</u>	
					16.39%
0000FS	1603	Custodial - Per invoice			27,290.41
0000FS	1605	Utilities - Per meter			<u>18,733.26</u>
					<u>46,023.67</u>