

SHARED USE AGREEMENT
Related to Joint Ownership and Use Firearms Training Facility

THIS SHARED USE AGREEMENT (hereinafter “**Agreement**”) is entered into as of _____, 2026 (the “**Effective Date**”), by and between the COCONINO COUNTY COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of Arizona formed and existing by virtue of A.R.S. § 15-1401 *et seq.* (“**College**”) and the CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona (“**City**”), pursuant to Section 10 of the Intergovernmental Agreement effective as of February 3, 2026 (“**IGA**”). Capitalized terms that are not defined in this Agreement have the meaning assigned in the IGA.

AGREEMENT:

NOW, THEREFORE, as the IGA directs the College and the City to create and enter this Agreement to ensure the safe, efficient, and fair operation of the Firearms Training Facility as defined in the IGA (“**Facility**”), the City and the College agree as follows:

1. PURPOSE. The purpose of this Agreement is to further identify and define the responsibilities of the College and the City pertaining to the operation and shared use of the Facility.

2. STRUCTURE AND INTENT. This agreement is intended to comply with and complement the provisions of the IGA, specifically, Sections 10 pertaining to the creation of this Agreement, Section 11 pertaining to the City’s obligation for the day-to-day maintenance and operation of the Facility, and Section 12 pertaining to the Reserve Fund. The City and the College intend to provide for as much flexibility and ease as the IGA allows regarding the safe, efficient, and fair operation of the Facility. To the extent any provision of this Agreement conflicts with any provision of the IGA, the IGA shall control. Nothing in this Agreement prevents the City or the College from exercising any of their rights under the IGA or as owners of the Facility.

3. OPERATION AND MANAGEMENT. Pursuant to Section 10 of the IGA, the City shall be responsible for the day-to-day maintenance and operation of the Facility.
 - 3.1. Rangemaster. The City shall appoint a Rangemaster for the Facility. The Rangemaster shall be responsible for all aspects of daily operations, including but not limited to, Facility access, range scheduling and recordkeeping, and maintenance scheduling (subject to the limitations of the IGA and this Agreement).

The Rangemaster shall establish security and safety protocols for the Facility, which the Rangemaster may modify as needed or desired.

The Rangemaster shall serve as the liaison for all Facility users, including owners, the Coconino County Jail District (“**Jail District**”), and any future licensees.

When the Rangemaster is unavailable their authority will be delegated to the Flagstaff Police Department Training Lieutenant or other member of the Training Unit.

3.2. Operations Working Group. The Rangemaster will convene an Operations Working Group as needed but at least quarterly to address operational issues amongst owners. Any Operations Working Group shall consist of the Rangemaster and at least one self-designated representative from the College. The Operations Working Group may collaborate on any operational issue within the purview of the Rangemaster. The Rangemaster may also solicit operational related suggestions from owners and licensees outside of the Operations Working Group. Notwithstanding the foregoing, all operational decisions under this Agreement are within the discretion of the Rangemaster and the City.

3.3. Maintenance Working Group. The City and the College agree that the City will generally operate and maintain the Facility to City maintenance standards, to the extent such maintenance is within the financial limit set forth in Section 11 of the IGA. The City will coordinate maintenance activities with the Rangemaster. The Rangemaster will convene an informal Maintenance Working Group as needed but at least quarterly to address any Facility maintenance, repair, or capital improvement issues. Any Maintenance Working Group shall consist of the Rangemaster and at least one self-designated representative from the College and the City. The Maintenance Working Group may collaborate on any maintenance issue within the financial limit set forth in Section 11 of the IGA. The Rangemaster may also solicit maintenance related suggestions from City and College representatives outside of a Maintenance Working Group. Notwithstanding the foregoing, all maintenance decisions under this Agreement are within the discretion of the Rangemaster and the City, unless the cost exceeds the financial limit set forth in Section 11 of the IGA (currently \$10,000). In that event, the Rangemaster, or a designee, may make their recommendations, including the recommendations of any Maintenance Working Group, to the City and the College for a final determination under Section 11 of the IGA.

4. RESERVE FUND. The City and the College agree that the Reserve Fund established by Section 12 of the IGA does not need to be established as a formal or separate fund for accounting purposes. The City may maintain the Reserve Fund as directed by the City Treasurer, subject to the terms of the IGA.

The City and the College agree that the Reserve Fund established by Section 12 of the IGA will be used for all facility start-up, operation, repair, and maintenance costs that are under the limit established by Section 11 of the IGA. The Reserve Fund may also be used for any Facility cost exceeding that limit by agreement of the College and the City. The City and the College acknowledge that additional funding sources may need to be identified and allocate in future fiscal years to meet IGA obligations in the event the Reserve Fund is insufficient to meet operation

and/or maintenance costs.

The City and the College decline to set a minimum balance for the Reserve Fund at this time but reserve the right to in the future. The City and the College agree to review Facility costs on an ongoing basis to ensure their respective financial obligations under the IGA are satisfied, irrespective of the current Reserve Fund balance.

5. PRIORITY OF USE. The City, the College, and the Jail District shall have priority of Facility use over any future licensee. Any use conflicts relate to Facility use shall be resolved by the Rangemaster.
6. ADDITIONAL LICENSEES. The City and the College, with the assistance of the Rangemaster, agree to make the Facility available to other law enforcement agencies under license agreements, subject to the limits of the IGA and this Agreement, to generate revenue to offset operation and maintenance costs as contemplated under the IGA. The City and the College may set license fees and terms at their sole agreed discretion but should consider the following factors in the licensing process; current and future Facility costs, the potential impact of the priority of use requirements, the scope and nature of the proposed use by the prospective licensee, and any other relevant factor(s). A written license must be executed before Facility use.
7. NON-LICENSED USERS. The Facility shall not be open to the general public and shall not be considered a public facility except as required by law. The City and the College may agree to change the terms of this provision in the future. The Rangemaster may allow non-licensed users to use the Facility at the request of an owner, subject to the terms of the IGA, this Agreement, and the applicable license. Any non-licensed user must execute a waiver of liability prior to Facility use and any liability arising out of a non-licensed user's activities while at or using that facility shall be the responsibility of the requesting party.
8. IGA INCORPORATION AND GOVERNANCE. The IGA is incorporated into this Agreement and shall govern any item not expressly addressed in this Agreement.

[Signatures on following pages]

COCONINO COUNTY COMMUNITY COLLEGE DISTRICT,
a political subdivision of the State of Arizona

President and CEO

Attest:

Clerk of the District Governing Board

Attorney Determination

I have reviewed this Agreement and have determined that it is in property form and is within the powers and authority granted to the District under the laws of this state.

Attorney

[Signatures continue on following page.]

CITY OF FLAGSTAFF,
an Arizona municipal corporation

Mayor

Attest:

Stacy Saltzburg, City Clerk

Attorney Determination

I have reviewed this Agreement and have determined that it is in property form and is within the powers and authority granted to the City under the laws of this state.

Sterling Solomon, City Attorney