

INTERGOVERNMENTAL AGREEMENT
Between
Coconino County Community College District
and
City of Flagstaff

This INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement"), is entered into as of July 1, 2026 (the "Agreement"), by and between the Coconino County Community College District ("CCC"), a political subdivision of the State of Arizona formed and existing by virtue of A.R.S. § 15-1401 et seq, and the City of Flagstaff, a municipal corporation of the State of Arizona acting on behalf of the Flagstaff Public Library ("City").

RECITALS

WHEREAS, CCC and City acknowledge there is an existing Intergovernmental Agreement entered into January 16, 2020, which the parties now wish to update, revise, and restate under the terms and conditions of this Agreement; and

WHEREAS, CCC hereby leases to City and City hereby leases from CCC, on the terms and subject to the conditions specified in this Agreement, a portion of CCC's Fourth Street campus in Flagstaff, Arizona, and improvements thereon, commonly known as 'Public Library'; and

WHEREAS, pursuant to the Arizona Revised Statutes Title 15, CCC may enter into lease agreements as a lessor; and

WHEREAS, CCC has authority to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 15-1444; and

WHEREAS, the City has authority to enter into this Agreement pursuant to A.R.S. § 11-952 and the Flagstaff City Charter, Article I, Section 3.

AGREEMENT

NOW, THEREFORE, in consideration of foregoing introduction and recitals, which are incorporated herein by reference, the mutual promises and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PURPOSE. The purpose of this Agreement is to update, revise, restate, and hereby replace the previous Agreement dated January 16, 2020, in whole with the following terms and conditions as stated herein.
2. REPRESENTATIONS AND WARRANTIES OF THE CITY. The City makes the following representations and warranties to CCC as of the date of the execution of this Agreement:

- a. 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.
 - b. The officers of the City executing this Agreement are duly and fully authorized to execute the Agreement.
3. REPRESENTATIONS AND WARRANTIES OF CCC. CCC makes the following representations and warranties to the City as of the date of the execution of this Agreement.
- a. CCC 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.
 - b. The officers of CCC executing this Agreement are fully and properly holding their respective offices and are fully authorized to execute this Agreement.
 - c. The Agreement has been duly authorized, executed and delivered by CCC, and will constitute a legal, valid and binding agreement of CCC, enforceable against CCC in accordance with its terms.
 - d. CCC is the owner of the improvement where the Public Library resides, as well as the surrounding real property. The improvement where the Public Library resides shall hereinafter be referred to as the "Library Space." The surrounding property owned by CCC outside the Library Space and hereby leased to the City shall hereinafter be referred to as the "Greater Premises." The Library Space and Greater Premises are depicted on Exhibit A.
 - e. To the best of CCC's knowledge, 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 CCC is a party or by which it or its properties are otherwise subject or bound, or, to the knowledge of CCC, 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 CCC, 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.
 - f. To the best of CCC's knowledge no consent of approval of any trustee or holder of any indebtedness of CCC, 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.

- g. To the best of CCC's knowledge no information, exhibit or report furnished to the City by CCC 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.

4. LIBRARY SPACE AND GREATER PREMISES. CCC hereby leases to the City and the City hereby rents from CCC, 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 "Library Space" and "Greater Premises") for the purpose of operating Public Library. The Greater Premises shall include thirty-five (35) parking spaces for the use of City library patrons and staff to the west of the building depicted in Exhibit A. If 35 spaces are not available in that area, CCC will make spaces available in the vicinity of the Premises to the south of the building. CCC hereby further irrevocably grants to the City and the City hereby accepts from CCC, a license for ingress and egress to the Library Space and Greater Premises for the term of this Agreement.
5. POSSESSION. CCC covenants to deliver possession of the Library Space and Greater Premises to the City upon commencement of the term of this Agreement as set forth in Section 11.
6. CONDITION OF LIBRARY SPACE AND GREATER PREMISES. CCC leases the Library Space and Greater Premises to the City in "as is" condition, as of the effective date of this Agreement. If any improvements, alterations, or repairs to the Library Space or Greater Premises are required by governmental authority under ADA or its implementing regulations or guidelines, City shall be solely responsible for all non-structural items and any structural items due to City's specific use of the Library Space.
7. QUIET ENJOYMENT. CCC 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 Library Space and Greater Premises during the term of this Agreement and any extended term hereof, without hindrance or interruption by CCC, its sublessees or assigns. CCC agrees that it shall not use the portion of the building adjoining the Library Space and Greater 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 Library Space and Greater Premises.

8. PURPOSE; COOPERATION. The Library Space 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. The Greater Premises shall be used by the City only for the limited purpose of parking for library staff and patrons.
9. FORCE MAJEURE. Neither party shall be liable for any failure or delay in performing any obligation under this Lease, due to a Force Majeure Event. A Force Majeure Event means an event beyond the reasonable control of the affected party, including but not limited to acts of God, natural disasters, government regulations, war, labor disputes, or epidemics.
10. TEMPORARY RELOCATION. CCC may, upon providing City with one hundred eighty (180) days' written notice, require City to temporarily vacate the Library Space and Greater Premises for a reasonable period, to allow for necessary construction, repairs, or complete reconstruction. City agrees to cooperate with CCC in preparing the Library Space for construction and relocating to an alternative location. City shall be fully responsible for securing the temporary location. For each month the City is required to vacate the Library Space and Greater Premises, no rent will be required by CCC or paid by the City. After completion of the necessary construction, repairs or complete reconstruction, CCC and the City shall enter a new IGA for the use of the facility by the City from that time forward.
11. TERM. The term of this Agreement shall commence on July 1, 2026, and shall remain in effect for two (2) years (the “Term”), with a one-year option to renew upon mutual written consent. Either party may terminate this agreement for any reason or no reason upon one hundred eighty (180) days’ written notice of intent to cancel.
12. RENT AND FEES. In consideration of the rights and privileges granted by CCC to the City by this Agreement, and in consideration for the costs incurred in Section 13 below, the parties agree that the City shall pay rent to CCC in the amount of One Hundred and Forty Thousand, Five Hundred Thirty-Six Dollars and Eight Cents (\$140,536.08) for the term of July 1, 2025 through June 30, 2026, paid in equal monthly installments of Eleven Thousand Seven Hundred and Eleven Dollars and Thirty-Four Cents (\$11,711.34).

During the Agreement’s second year, beginning July 1, 2026, the monthly rental shall be increased by seven and a half percent (7.5%), and such increase shall be applied annually to all subsequent years including any option years under this Agreement.

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 day of each month. If payment is not received by the 20th of the month, such delay shall constitute breach of this Agreement.

13. COMMON AREAS. 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 Library Space and Greater Premises, including, without limitation, lobbies, hallways, doorways for ingress and egress to and from the Library Space and to and from the exterior common areas of the Greater Premises where parking areas are located on the property on which the Library Space 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 Library Space and public streets and highways. CCC may adopt, from time to time, reasonable rules and regulations regarding the common areas, including parking.
14. CCC OBLIGATIONS. CCC shall:
 - a. maintain the major structural areas of the Greater Premises and common areas in good order and condition including parking lot, landscaping, foundation, electrical, heating, ventilation, air-conditioning, and main plumbing systems.
 - b. provide landscaping, parking lot snow removal, and other services for the exterior common areas.
 - c. schedule routine maintenance and may from time to time make reasonable modifications to the maintenance schedule.
15. CITY OBLIGATIONS. City shall:
 - a. bear responsible for repairing and maintaining the interior of the Library Space, including but not limited to equipment, furniture and other minor, routine maintenance, and repairs within the interior of the building e.g., plumbing and sink drain clogs, minor sheet rock repair, paint, and carpet.
 - b. remove snow from handicap walkway at the front entrance of the Library Space.
 - c. make written requests to address non-scheduled structural maintenance items. CCC shall have a reasonable time to respond and correct these non-scheduled maintenance items. CCC will respond promptly to the City's requests which involve emergency repairs.
 - d. maintain the Library's separate fire alarm system (which does not include the sprinkler system) and complete required testing per city and state codes.
 - e. provide their own security inside the Library Space and patrols outside on the Greater Premises by the Flagstaff Police Department. CCC is responsible for security on CCC property outside of the Library Space and Greater Premises.

16. UTILITIES. Utility expenses related to the Greater Premises, including without limitation electric, water, gas, sewer, refuse and recycling expenses, are the sole responsibility of CCC and are included in the amount to be paid by the City to CCC in paragraph 12. Communication utilities, including telephone, cable services, and refuse and recycling collection within the Library Space, are the sole responsibility of the City.
17. TITLE AND TERMINATION. The City shall, upon the termination or expiration of this Agreement, quit and surrender the Library Space and Greater Premises and deliver to CCC actual possession of the Library Space and Greater Premises in its existing condition as of the effective date of this Agreement, excepting normal wear and tear. City shall have the right to remove from the Library Space and Greater Premises any and all additions, improvements, attachments, installations or equipment used or procured for use in connection with its possess of the Library Space and Greater Premises and paid for by the City, on or before expiration or termination of this Agreement, provided that the City shall properly repair, or cause to be repaired, any damage resulting to the Library Space and Greater Premises by reason of this removal in order to restore the Library Space and Greater Premises to the initial condition of the building at the time of the first lease/IGA between CCC and the City, prior to any City improvements. The items that are City property and may be removed by the City include, but are not limited to: Community room – cabinets, televisions, projector screen; Large Library Space – shelving, power poles, security gates, library signage, security cameras, display television; IT room – server tower; Staff area – book sorter, door counter equipment, shelving, security cameras; Foyer – gun locker, book return; Outside – book drop door. Any fixture or property permanently affixed to the Library Space building or Greater Premises by the City for use in connection with its possession of the Library Space and Greater Premises shall, at CCC’s option, be removed by the City upon the termination of this Agreement or become the property of CCC.
18. 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.
19. RIGHT OF ENTRY. CCC, through any of its duly authorized representatives, shall have the right to enter upon the Library Space and Greater 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. CCC 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.

20. 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 CCC.
21. WASTE. The City shall not knowingly commit, suffer, or permit any waste or nuisance on the Library Space and Greater Premises or any acts to be done on the Library Space or Greater Premises in violation of any applicable laws or ordinances. The City shall keep and maintain the interior of the Library Space in a safe condition.
22. TAXES AND ASSESSMENTS. CCC shall pay all lawful taxes, assessments, or charges which at any time may be levied upon any interest CCC may have under this Agreement (including both the land and improvements).
23. ASSIGNMENT; SUBLEASE. CCC may, at any time assign, transfer, or otherwise convey all or any part of its right, title and interest in the Library Space and Greater Premises or this Agreement, including CCC'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 CCC. The City may not sublet the Library Space and Greater Premises or assign this Agreement, or any interest therein, without the prior consent in writing of CCC, which consent may not be unreasonably withheld by CCC.
24. 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 CCC. The employees of CCC who participate in the performance of this Agreement are not agents of the City.
25. ENCUMBRANCE OF LEASEHOLD. With the exception of this Agreement, CCC 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.
26. AMENDMENTS. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties.
27. 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.
28. NO LIABILITY OF CITY. Any obligation of CCC 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 CCC.

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.

29. INDEMNIFICATION. To the extent permitted by law, 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.
30. INSURANCE. The City shall provide commercial general liability insurance for the leased Library Space and Greater Premises as defined in Paragraph 3 and as depicted in Exhibit A. This shall include 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 CCC, whether for death, personal injury, property damage or otherwise. The limit of the City's coverage is one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate which, for purposes of this Agreement, shall be primary to the insurance or self-insurance coverage of CCC, and shall name CCC 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 Library Space and Greater Premises against loss by fire, theft, or any other cause. CCC is solely responsible for insuring the building itself, parking lot (minus the thirty-five (35) parking spaces depicted in Exhibit A) walkways, etc.
31. DISPUTE RESOLUTION. 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. Each party agrees to bear its own costs in mediation.

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.

32. LITIGATION. 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.

33. 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.
34. 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:

CCC:

Jami Van Ess, Executive Vice President
Coconino County Community College
2800 S. Lone Tree
Flagstaff, AZ 86005

City:

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

Copy to:
Library Director
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.

35. SUCCESSOR 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.
36. HOLDING OVER. Should the City hold over the expiration of the term of this Agreement with the express or implied consent of CCC, 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.
37. CONFLICT OF INTEREST. This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.


38. 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.
39. PROPERTY DISPOSITION. Any property purchased by the City may be removed by the City upon termination of this Agreement and/or shall be returned to the City within thirty (30) calendar days of the effective date of termination of this Agreement. Any property affixed to the building shall remain the property of CCC as set forth in Section 17 above.
40. INTEGRATION. This Agreement represents the entire understanding of City and CCC as to those matters contained in the Agreement. No prior oral or written agreement or 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.
41. IMPLIED CONTRACT TERMS. Each provision of law and any terms required by law to be in this Agreement are part of this Agreement as if fully stated herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the _____ day of _____, 2026.

City of Flagstaff

Coconino County Community College District


By: _____
Becky Daggett, Mayor

By: 
Dr. Eric. A. Heiser, President & CEO

Attest:

Stacy Saltzburg, MMC, City Clerk


Attest:


Kirsten Mead, Assistant to the President

Approved as to form:

Sterling T. Solomon, City Attorney

Approved as to form:



Nathan Schott, Attorney for CCC