

**THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF FLAGSTAFF AND NORTHERN ARIZONA INTERGOVERNMENTAL
TRANSPORTATION AUTHORITY (“MOUNTAIN LINE”)**

Related to Downtown Connection Center

No. IGA-2016-121-AG7-AM3

This THIRD AMENDMENT is entered into this _____ day of _____, 2026 by and between the CITY OF FLAGSTAFF, a municipal corporation and political subdivision of the state of Arizona and NORTHERN ARIZONA INTERGOVERNMENTAL TRANSPORTATION AUTHORITY a corporation and political subdivision of the state of Arizona (“MOUNTAIN LINE”), and amends the Intergovernmental Agreement entered into by the parties on May 1, 2023, as amended by the First Amendment also dated May 1, 2023, and the Second Amendment dated October 7, 2025 (collectively “the IGA”).

RECITALS:

- A. Mountain Line is using certain real property owned by the City located along the north side of Phoenix Avenue between Milton and Beaver Street as legally described in the Second Amendment to this IGA (“the DCC Property”) for public transit purposes; and
- B. Mountain Line has constructed Phase 1 of the Downtown Connection Center (“DCC”) on the DCC Property and Phase 2 (an operations hub and civic space) will be constructed at a future date in coordination with the Rio de Flag Flood Control Project; and
- C. The City paid for the design and fabrication of certain public art known as the Art Glass and Southside Grove Sculpture; and
- D. Pursuant to a Resource Use and Sharing Agreement dated August 17, 2023, as amended by the First Amendment dated December 15, 2025, by and between the City and Mountain Line, the City paid Mountain Line to complete installation, electrical, and landscaping work related to the Art Glass and Southside Grove Sculpture on the DCC Property; and
- E. The parties desire to clarify ownership of the public art and to provide for ongoing maintenance of the public art.

NOW, THEREFORE, the parties agree as follows:

The IGA, Section II **Improvements**, is hereby amended by adding a new paragraph 5 to read as follows (additions shown as capitalized redlined text):

5. EXCLUDED IMPROVEMENTS (PUBLIC ART). THE ART GLASS AND THE SOUTHSIDE GROVE SCULPTURE, DEPICTED IN THE ATTACHED EXHIBIT F (“THE PUBLIC ART”) ARE NOT PART OF THE IMPROVEMENTS UNDER THIS AGREEMENT AND ARE THE SOLE AND SEPARATE PROPERTY OF THE CITY. CITY RESERVES THE RIGHT TO RELOCATE THE SOUTHSIDE GROVE SCULPTURE WITHIN THE PUBLIC CIVIC SPACE AS PART OF PHASE 2 OF MOUNTAIN LINE’S DOWNTOWN CONNECTION CENTER IN COORDINATION WITH THE RIO DE FLAG FLOOD CONTROL PROJECT.

The IGA, section X **Maintenance and Repairs**, is hereby amended to read as follows (additions shown as capitalized text):

1. MAINTENANCE OF IMPROVEMENTS. Mountain Line shall, throughout the Term and at Mountain Line’s sole cost and expense, maintain the DCC Improvements in a clean and safe condition, and in conformity with applicable laws and regulations, including any federal or state program requirements. The City shall be under no obligation to maintain, repair, rebuild or replace the improvements.
2. MAINTENANCE OF PUBLIC ART. MOUNTAIN LINE AND CITY SHALL, THROUGHOUT THE TERM, HAVE CERTAIN RESPONSIBILITIES RELATED TO THE PUBLIC ART, AS OUTLINED IN THE ATTACHED EXHIBIT G. CITY AT ITS EXPENSE IS RESPONSIBLE FOR MAINTENANCE OF THE PUBLIC ART. MOUNTAIN LINE MAY INCUR NOMINAL MAINTENANCE EXPENSES. THE CITY POINT OF CONTACT SHALL ESTABLISH THE ANNUAL MAINTENANCE SCHEDULE ON A FISCAL YEAR BASIS (JULY 1 THROUGH JUNE 30).

All other terms and conditions of the IGA remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the date and date first above written.

**FOR THE NORTHERN ARIZONA INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY:**

Name: Kate Morley

Its: CEO and General Manager

Date: _____

Attest by:

FOR THE CITY OF FLAGSTAFF:

Name: Becky Daggett

Its: Mayor

Date: _____

Attest by:

Stacy Saltzburg, City Clerk

PROPER FROM AND AUTHORITY:

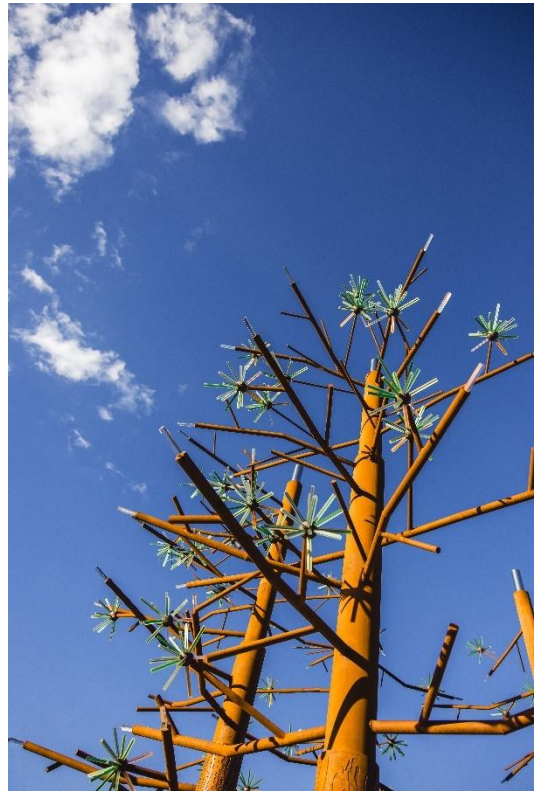
This Third Amendment to the IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in the property form and within the powers of and authority granted under the laws of this state to such Party.

Sterling Solomon, City Attorney

Scott A. Holcomb, NAIPTA General Counsel

EXHIBIT F PUBLIC ART

Images on this page: *Southside Grove* by Haddad Drugan, consisting of Corten steel “trees” and granite timetable.



Images on this page: *Lion Eyes (Through the Forest)* by Haddad Drugan, consisting of colored glass panels and lighting.



EXHIBIT G

Maintenance of Public Art at the Downtown Connection Center

MOUNTAIN LINE RESPONSIBILITIES

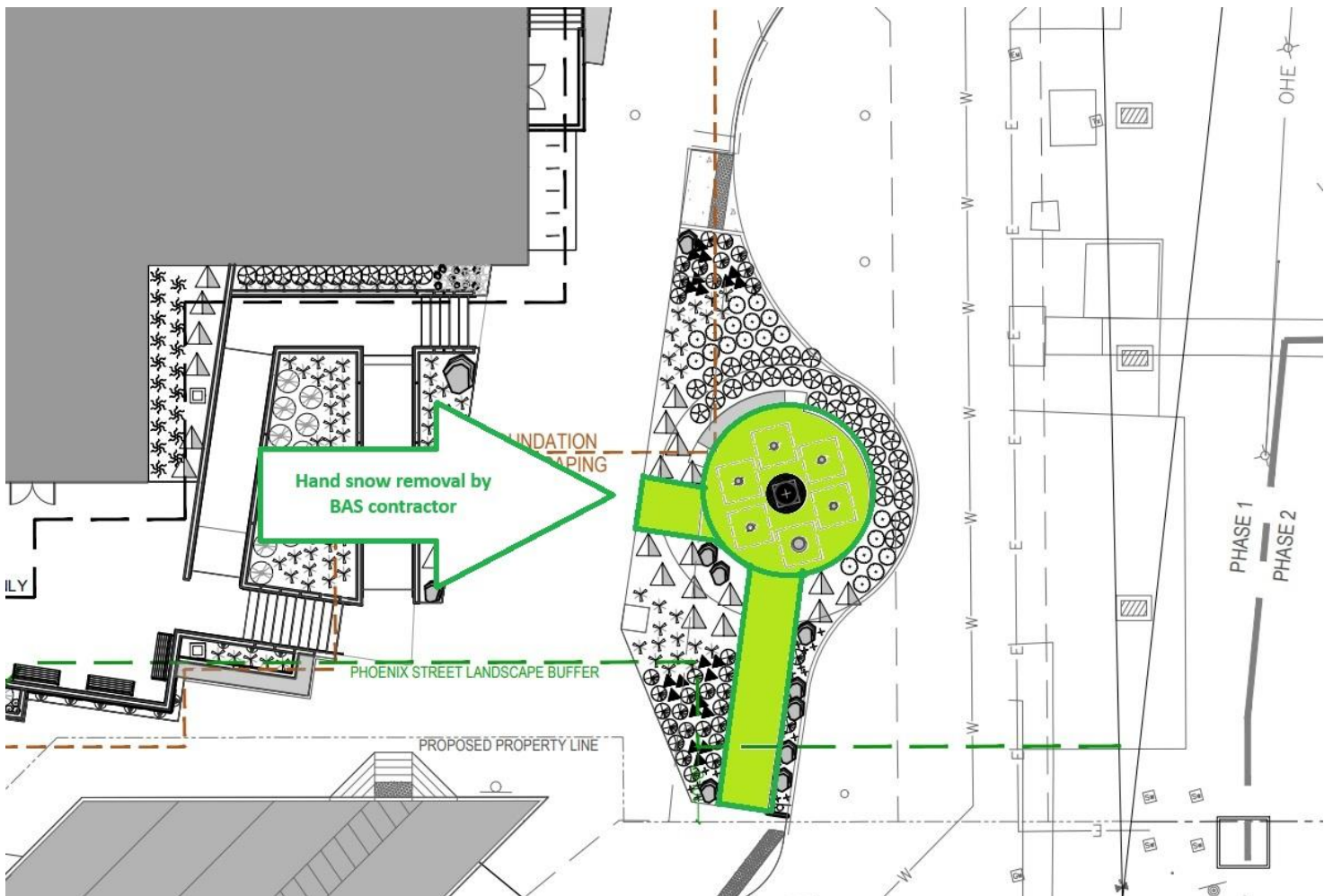
1. **Access:** Mountain Line shall provide all access for the City staff and City's contractors to perform maintenance of the Public Art as outlined herein.
2. **Point of Contact:** Mountain Line's point-of-contact will be the Facilities & Maintenance Manager.
3. **Southside Grove:**
 - a. Graffiti. Mountain Line will notify City of any graffiti immediately (within 24 hours). Mountain Line will not attempt to remove the graffiti. If the graffiti is vulgar or offensive the graffiti may be temporarily covered. For graffiti on the tree trunks, use plastic bungee cords and cloth to cover the obscenities. Do not use tape or adhesives. For graffiti on the tabletop, an elastic rimmed cloth may be placed over top.
 - b. Snow Removal. Mountain Line will not use salts or other chemicals for removing ice within five (5) feet of the sculpture, unless otherwise agreed to by the City in writing. Mountain Line will not push snow against the sculpture or within the pathways; snow will be pushed into landscaping areas (see attached map). Mountain Line will notify City if the snow piles in the landscaping areas are at capacity.
4. **Art Glass, aka Lion Eyes (Through the Forest):**
 - a. Cleaning Prohibited. Mountain Line shall not clean the Art Glass.
 - c. No Leaning on Glass. Mountain Line will not lean ladders or other equipment against the glass as they can damage the glass and its weathertight seal. At City's request, Mountain Line will post signs notifying the public not to lean objects against the glass.
 - d. Graffiti. Mountain Line will notify City of any graffiti immediately (within 24 hours). Mountain Line will not attempt to remove the graffiti. The Art Glass may be temporarily covered using garbage bags or paper secured to the glass with painter's tape. No other kind of tape shall be used.

CITY RESPONSIBILITIES (BEAUTIFICATION, ARTS AND SCIENCE STAFF)

1. **Access Notice.** City shall provide at least two (2) weeks' notice to Mountain Line prior to any routine scheduled maintenance or adjustment of the Art Glass programming unit. City will provide as much notice as feasible in the event immediate action needs to be taken (such as repairs that may affect public safety).

2. **Point of Contact.** City's point-of-contact will be the Collections, Beautification, and Public Art Project Administrator.
3. **All Maintenance.** City will perform all maintenance (repair, cleaning, graffiti removal, resealing, etc.) related to the Public Art. City will provide initial annual maintenance plan within 60 days of amendment execution to Mountain Line, and thereafter, at the beginning of each fiscal year (July 1).
4. **Snow Removal.** City or its contractor will remove snow from the pathways around the Southside Grove sculpture by hand. (see attached map)

Map A: Hand Snow Removal by BAS



Map B: Area for no chemical or salt snow removal material

