

INTERGOVERNMENTAL AGREEMENT
Related to Joint Ownership and Use Firearms Training Facility

THIS INTERGOVERNMENTAL 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**”).

RECITALS:

WHEREAS, the College, and the City all have significant need for an indoor shooting range facility (“**Firearms Training Facility**”) to provide year-round firearms training and educational opportunities for various law enforcement and educational activities; and

WHEREAS, the City intends to enter an agreement for the purchase of an existing privately owned property located at 11972 N US Highway 89 Flagstaff, AZ 86004 (“**Property**”), which satisfies the existing and future needs of the Coconino County Jail District, the College, and the City for a Firearms Training Facility; and

WHEREAS, the College and the City desire to share in the cost of acquiring the Property and operating it as the Firearms Training Facility, and to share use of said Firearms Training Facility; and

WHEREAS, the College 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 identify and define the responsibilities of the College and the City pertaining to the acquisition, ownership interests, maintenance, and operation of the Firearms Training Facility.
2. PURCHASE OF PROPERTY. The City will enter an agreement to purchase the Property on terms consistent with the purchase agreement attached as Exhibit A (“**Purchase Agreement**”).

3. PAYMENT BY COLLEGE. Prior to close of escrow under the Purchase Agreement, the College will pay the City the amount of one million one hundred thousand dollars (\$1,100,000.00) in exchange for joint ownership of the Property with the City as tenants in common, and shared use of the facility under the terms of this Agreement.
4. PAYMENT BY CITY. Prior to close of escrow under the Purchase Agreement, the City will deposit the amount of one million one hundred thousand dollars (\$1,100,000.00) into escrow for joint ownership with the College as tenants in common and shared use of the facility under the terms of this Agreement.
5. SHARED USE BY COCONINO COUNTY. Prior to close of escrow under the Purchase Agreement, the City and the College will issue the Coconino County Jail District (“**District**”) a non-exclusive license for shared use of the facility under the terms of the non-exclusive license attached as Exhibit B (“**District License**”). In exchange for the District License, the District will pay the City and the College the amount of three hundred fifty thousand dollars (\$350,000.00) prior to the close of escrow under the Purchase Agreement, which shall be applied toward the purchase of the Property. The District License is subject to the approval of the Coconino County Board of Supervisors, and any approval of this Agreement by the City or the College shall be contingent upon the approval of the District License by the County Board of Supervisors.
6. TERM. This Agreement shall commence on the Effective Date and continue for a period of twenty-five (25) years (the “Initial Term”), unless it is terminated pursuant to Section 7 or it is extended pursuant to Section 8.
7. TERMINATION. No party may terminate this agreement during the Initial Term, except for material breach of the Agreement or the District License. The District License shall terminate after its 25-year term. Termination by the City or the College after the Initial Term shall be governed by Sections 8 and 9. Notwithstanding these restrictions, the Agreement is subject to cancellation by any party pursuant to A.R.S. § 38-511, the material terms of which are hereby incorporated by reference.
8. EXTENSION. After the expiration of the Initial Term, the Agreement shall automatically renew for successive additional five (5) year terms (each, an “**Additional Term**”). The City or the College may opt out of any Additional Term, including the first Additional Term, by providing written notice of termination to the other party no less than one year before the end of the Initial Term or any Additional Term. Unless amended pursuant to the terms of the Agreement, all provisions of the Agreement shall remain in effect during any subsequent Additional Term.

9. DISPOSITION OF PROPERTY AFTER TERMINATION.

- a. Non-Renewal of Agreement. Within thirty (30) days after notice of non-renewal of this Agreement under Section 8 above, the City and the College shall meet and make a good faith effort to determine the fair market value of the Property and agree on how to dispose of each party's one-half interest in the Property. Any such agreement must be approved by the City Council and the College Governing Board to be enforceable. If the City and the College are unable to agree, then, within sixty (60) days after notice of non-renewal of this Agreement, the City Council and the College Governing Board shall hold a joint meeting and make a good faith effort to agree on how to dispose of each party's one-half interest in the Property.

If the City Council and the College Governing Board are unable to agree on a fair market value of the Property, then each party's one-half interest in the Property will be (i) valued by a single appraiser (the cost of which shall be borne equally by the City and College), if the City and the College mutually agree on an appraiser, or (ii) valued by three appraisers if the City and College cannot mutually agree on an appraiser within thirty-five (35) days after service of the notice of intent to non-renew this Agreement, who shall be selected as follows: The City shall select one appraiser (the cost of which shall be borne by the City), the College shall select one appraiser (the cost of which shall be borne by the College), and the two appraisers shall select a third appraiser (the cost of which shall be borne equally by the City and the College). The fair market value of the Property determined by the single appraiser under clause (i) of this Section 9(a) shall be final and binding upon both parties. The fair market value of the Property determined by the three appraisers under clause (ii) of this section 9(a), shall be calculated as the arithmetic mean of the fair market value of the two appraisers whose determination of the fair market value are closest to each other, which shall be final and binding on both parties.

Within ninety (90) days of determination of the fair market value using the methods described herein, the party who received the intent to non-renew (the “**Receiving Party**”) shall have the option to purchase the non-renewing party’s one-half interest in the Property for one-half of the appraised value. If the Receiving Party elects to not purchase the non-renewing party’s one-half interest, the Property shall be sold and the proceeds distributed equally to the City and the College.

- b. Right of First Refusal. During the term of this Agreement, including any Additional Term, either party may sell, assign, transfer, or convey its interest in the Property only to a mutually agreed upon buyer. If either party receives a

bona fide offer to purchase its interest in the Property which that party (the "Selling Party") wishes to accept, which shall include an obligation to be bound by the terms and conditions of this Agreement, then the Selling Party must notify the other party (the "Remaining Party") of that offer in writing by certified mail or other signature verified delivery and include a copy of that offer. The Remaining Party will have a right of first refusal to purchase the selling party's interest on the same terms and conditions of that offer. The Remaining Party must exercise that right of first refusal by written notice delivered by certified mail or personal service within thirty (30) days after receiving notice of the offer, or the right of first refusal will expire. Failure to exercise the right of first refusal in any given instance will not constitute a waiver or relinquishment of the right of first refusal in regard to subsequent offers.

- c. Right to Partition. Either party may sue for a partitioning in the Coconino County Superior Court.
 - d. Encumbrances. Neither party may encumber the Property with a monetary lien, whether voluntary or involuntary.
10. SHARED USE. The City, the District, and the College shall have shared use of the Firearms Training Facility. The terms of the shared use shall be governed by an amendment to this Agreement to be negotiated later by the parties (“**Shared Use Agreement**”), but not more than 120 days from execution of the District License agreement. The Shared Use Agreement shall be executed before the City, the District and the College are provided access to the Firearms Training Facility. At a minimum, the Shared Use Agreement shall include terms describing the parties’ rights and obligations regarding:
- A. Authorized users for each party;
 - B. Security procedures and building access;
 - C. Methodology for tracking each party’s use;
 - D. Storage of property/equipment, if any;
 - E. Priority of use rights, if any;
 - F. Safety protocols for simultaneous use by multiple parties, if any;
 - G. Whether the parties agree to add outside agencies to the Shared Use Agreement. Any revenue generated from outside agencies shall be used to offset the expenses described in Section 11;
 - H. Whether the parties agree to open the Firearms Training Facility to public events and/or the public when not in use by the parties. Any revenue generated from events or other public use shall be used to offset the expenses described in Section 11;
 - I. The distribution of Reserve Funds pursuant to Section 12 for maintenance and operating expenses; and

J. Ammunition, Firearm, and Equipment use and storage by the City, College, and the District under the District License.

11. MANAGEMENT, MAINTENANCE, AND OPERATING EXPENSES. The City shall manage the day-to-day maintenance and operation of the Firearms Training Facility, subject to the terms of the Agreement, the District License, and the Shared Use Agreement. The City and the College shall share all maintenance and operating expenses equally. Maintenance and operating expenses include but are not limited to, interior and exterior building maintenance, plumbing, electrical, HVAC systems, solar system, security systems, landscaping and parking areas, janitorial services, snow removal, utility costs, range maintenance and repair, including air filtration system, and any other expenses directly associated with the operation of the Firearms Training Facility. The City shall prepare an accounting of the maintenance and operating expenses on no less than a quarterly basis and provide a copy and an invoice of the amount due by the College, if any. Upon request, the City shall provide the College all documents supporting and justifying maintenance and operation expenses. In the event of dispute over a maintenance and operation expense, the City and the College agree to appoint a designated representative with authority to resolve any disputed maintenance and operation expenses.

Prior to the expenditure of any funds, the City and the College agree to use best efforts to reach a consensus on any major repair or capital improvement that is expected to cost more than ten thousand dollars (\$10,000).

The City shall prepare a final accounting of the maintenance and operating expenses within thirty (30) days of a disposition of the Property under Section 9.

12. RESERVE FUND. At the close of escrow (COE), two hundred thousand dollars (\$200,000.00) from the payments in Sections 4 and 5 shall be reserved by the City for the sole purpose of creating a reserve fund for expenses under Section 10 (“**Reserve Fund**”) (\$100,000 each from the City and the College). The Reserve Fund shall only be used for expenses incurred pursuant to Section 11. Any revenue generated by the facility, including any revenue generated by additional licenses under the Shared Use Agreement, shall be deposited to the Reserve Fund. The Shared Use Agreement shall address any agreement by the City and the College related to Reserve Fund balance requirements and additional future payments by the City and the College for maintenance and operating expenses. Any remaining Reserve Fund balance after a disposition of the Property pursuant to Section 9 shall be distributed equally to the City and the College, subject to any amounts due under the final accounting of expenses required by Section 11 above.
13. INDEMNIFICATION. Each party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other party(ies) (as “indemnatee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of performance of this

Agreement, the Shared Use Agreement, and any other agreement between the parties related to the use and/or operation of the Firearms Training Facility, but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

14. INSURANCE. Each party shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the performance of this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility, and the acts and omissions of the party's employees or agents.

a. Property Insurance. The College and the City shall each obtain and keep in force during the term of this Agreement a policy or policies of insurance covering loss or damage to the Property, in the amount of the full replacement value thereof, as the same may exist from time to time, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils ("all risk" as such term is used in the insurance industry). Said insurance shall provide for payment of loss thereunder to both the insuring party and the other party (i.e., the City or the College) as an additional insured. The property insurance provided in this Section shall require at least thirty (30) days advance written notice to the other party of any cancellation, change or modification.

b. General Liability Insurance. The College and the City shall additionally maintain "occurrence" form Commercial Liability Insurance with a policy limit of not less than \$1,000,000 for each occurrence, and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. (ISO) Commercial General Liability "occurrence" form. Said insurance shall provide for payment of loss thereunder to both the insuring party and the other party (i.e., the City or the College) as an additional insured, and shall require at least thirty (30) days advance written notice to the other party of any cancellation, change or modification.

The College and the City hereby waive all rights of recovery and causes of action that either has or may have or that may arise hereafter against the other for any damage to Premises, property, or business caused by any perils covered of coverable by the property or liability insurance required under this Section, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it. The City and the College hereby waive all claims against the other for losses resulting from an interruption of business resulting from any accident or occurrence in or upon the Property.

15. THIRD PARTY BENEFICIARIES. This Agreement is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
16. AMENDMENTS AND RELATED AGREEMENTS. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof as of the date of execution. All amendments or modifications of the Agreement shall be in writing and approved by the parties.
17. NO WAIVER. The waiver by any party of any breach of any term, covenant or condition of this Agreement, the Shared Use Agreement, and any other agreement between the parties related to the use and/or operation of the Firearms Training Facility by another party shall not be deemed a waiver of such term, covenant or condition with respect to any subsequent breach of the same or of any other term, covenant or condition of this Agreement.
18. SUCCESSORS AND ASSIGNS. The terms and provisions of this Agreement are to apply to and bind the successors and assigns of the parties hereto.
19. NOTICE OF BREACH AND RIGHT TO CURE. Any party alleging a breach or threatened breach of this Agreement, the Shared Use Agreement, and any other agreement between the parties related to the use and/or operation of the Firearms Training Facility shall provide written notice to the allegedly breaching party(ies) before exercising any rights under Section 20. The noticed party(ies) shall have sixty (60) days to cure any alleged breach. Failure to cure the alleged breach within 60 days shall result in the Dispute Resolution process set forth in Section 21.
20. NOTICES. All notices or demand upon any party to this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility shall be delivered by hand or sent by certified mail addressed as follows:

To City: City of Flagstaff
 Attn: City Manager
 211 W. Aspen
 Flagstaff, AZ 86001

To College: Coconino County Community College District
 Attn: District Governing Board
 2800 S. Lone Tree Rd.
 Flagstaff, AZ 86005

With a copy to:
 Nathan Schott, Esq.
 GUST ROSENFELD, P.L.C.

125 E. Elm. Ave.
Flagstaff, AZ 86001

21. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility or the breach thereof, will be submitted to mediation. The parties shall mutually agree upon a mediator to conduct the mediation. The cost of mediation will be shared equally by the parties to the dispute. If mediation is unsuccessful to resolve any controversy or claim arising out of or relating to this Agreement or the breach thereof, then the parties shall have a right to such other remedies as may be available at law or in equity, including specific performance and the right to enjoin any breach or threatened breach that is not resolved after the parties have complied with Sections 19 and 21. The laws of the State of Arizona shall govern the matters set forth in this Agreement, and venue for any action brought under this Agreement shall lie in Coconino County, Arizona. The prevailing party in any litigation shall be entitled to an award of reasonable attorney fees and costs. Notwithstanding the foregoing, this Section 21 does not apply to the disposition of property after termination of this agreement pursuant to Section 9.

22. SEVERABILITY. If any provision of this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility is held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility that can be given effect without the invalid provision.

[Signatures on following pages.]

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

Eric A. Heiser Digitally signed by Eric A. Heiser
Date: 2026.01.28 17:22:51 -06'00'

Dr. Eric Heiser, College President

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.



Nathan Schott, Attorney for Coconino Community College

[Signatures continue on following page.]

CITY OF FLAGSTAFF,
an Arizona municipal corporation

Becky Daggett, 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

Attachments:

Exhibit A – Purchase Agreement

Exhibit B – District License Agreement

REAL ESTATE PURCHASE AND SALE CONTRACT

The City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona (“Buyer” or “City”) and Shoot West Properties, LLC (“Seller”) hereby enter this Real Estate Purchase and Sale Contract (“Contract”).

1. Property: The City agrees to purchase, and Seller offers to sell, parcel number 301-68-019A, property located at 11972 N. US Highway 89, Flagstaff, Arizona, 86004, legally described and depicted in the Exhibit “A”, attached hereto (“the Property”).
2. Purchase Price for Property: The Buyer agrees to pay the Seller two million three hundred and fifty thousand (\$2,350,000.00) (Dollars).
3. Conveyance of Property: Seller shall convey the Property to the Buyer by Special Warranty Deed.
4. “AS IS CONDITION”: Seller and Buyer agree that the Premises is being sold in its existing condition (“AS IS”) and Seller makes no warranty to Buyer, either express or implied, as to the condition of the Premises.
5. Opening and Closing of Escrow: Buyer shall deposit the sum of twenty-three thousand five hundred dollars) (\$23,500.00) with Pioneer Title Agency, Inc. of Flagstaff, Arizona, escrow agent John Kuban (the “Escrow Agent”) to be applied against the Purchase Price at the Close of Escrow. The Opening of Escrow shall be deemed to be the date on which the Deposit and a fully executed copy of this Contract are delivered to the Escrow Agent after City Council approval. The consummation of the transaction contemplated by this Contract (“Close of Escrow” or “COE”) shall occur on or before ninety-days (90) days after the Opening of Escrow. If the Buyer, Escrow Company or Recorder’s offices are closed on the scheduled closing date, Close of Escrow shall occur on the next day that all are open for business. Buyer, and Seller may accelerate the Closing Date upon mutual acceptance by both parties.

The Closing shall occur at the offices of the Escrow Agent, or at such other place as Seller and Buyer may agree in writing. Closing shall be deemed to have occurred when (i) all closing documents contemplated by this Contract have been delivered to, received by, and executed by the appropriate parties, (ii) all conditions to such Closing contemplated by this Contract have been satisfied or waived, (iii) the funds required to be paid under this Contract have been properly delivered to Escrow Agent and are available for distribution to Seller by Escrow Agent, (iv) the deed required pursuant to Conveyance has been recorded.

6. Title: Within (5) days of Opening of Escrow, Escrow Agent shall deliver to the City and Seller a preliminary title report pertaining to the Property (the “Title Commitment”). On or before fifteen (15) business days after receipt of the Title Commitment, the City shall notify Seller of any matters or exceptions shown on the Title Commitment, or on any documents identified in the Title Commitment as title exceptions, that are not acceptable to the City (the “Objections”). Any matters or title exceptions to which the City does not object within such time period shall be

deemed to be acceptable matters. Mortgages, deeds of trust and other liens encumbering the Property shall be cleared at or before Closing by Seller. Taxes shall be prorated.

7. Additional Conditions of Closing: Buyer's obligations under this contract are contingent upon the following:
 - a. Intergovernmental Agreement: The execution and adoption of an intergovernmental agreement between the City, Coconino County on behalf of the Sheriff's Department, and the Coconino County Community College District for the acquisition, operation, and maintenance of the Property.
 - b. Council Approval: Final approval of the Contract by the Flagstaff City Council at a public meeting.
 - c. Environmental Review: Completion and City acceptance of a Phase I Environmental Site Assessment.
 - d. Facility Assessment/Inspections: Receipt and acceptance of a third-party facility condition assessment evaluating structural, mechanical, electrical, roof, and code compliance.

If any of these contingencies are not satisfied or waived by the City within the due diligence period, the City reserves the right to withdraw this offer without penalty.

8. Warranties by Seller: The City agrees and acknowledges that no representations, statements or warranties have at any time been made by Seller, or any agent of Seller, as to the condition, quality, quantity, operation, state of repair, or prospects of the Property, or any other matter concerning the Property, in any respect.
9. Brokerage: The Seller warrants to the Buyer that they have not dealt with any Broker in connection with the sale of the Property. If any person shall assert a claim to a finder's fee, brokerage commission or other compensation account of employment or alleged employment as a finder or broker or performance of services as a finder or on broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. This indemnity shall survive the close of escrow or the cancellation of the Contract.
10. Assessment Liens: The amount of any assessment that is a lien as of the COE, shall be paid in full by Seller prior to COE. Any assessment that becomes a lien or property tax that becomes due after COE is the Buyer's responsibility.
11. Seller Warranties: Seller warrants and shall maintain the Premises until COE.

12. Closing Costs: All closing costs incurred in the transfers of the Property shall be paid in accordance with the customs of real estate transactions presently in effect in Coconino County, Arizona, as determined by the Escrow Agent.
- Distribution of Proceeds upon Closing: The proceeds of the sale (Purchase Price less Closing Costs attributable to Seller) shall be distributed to Seller by the Escrow Agent. Seller is responsible for verifying accuracy of distribution of proceeds with the Escrow Agent and the City has no liability for any errors.
13. Cure Period: A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within five (5) business days after delivery of such notice (Cure Period), the failure to comply shall become a breach of Contract.
14. Attorneys' Fees and Costs: If any action is brought by either party in respect to its rights under this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.
15. Seller's Remedies: In the event of default by the City, Seller's sole remedy shall be to cancel this Contract and to retain the Earnest Deposit, together with all accrued interest, as liquidated damages. Seller and the City agree that it would be impractical or extremely difficult to fix actual damages in case of the City's default; that the amount of the Deposit paid by Buyer is a reasonable estimate of the Buyer's damages in case of City's default; that Seller shall retain said Deposit as its damages; and that, thereafter, neither party shall have any further obligations to the other under this Contract, except with respect to obligations which expressly survive the cancellation of this Contract.
16. Buyer's Remedies: In the event of default by Seller, the City shall have all remedies available at law, including but not limited to specific performance.
17. Time of the Essence: The parties hereto expressly agree that time is of the essence with respect to this Contract.
18. Leaseback. After Closing, Seller shall be entitled to remain in possession of the Property at no cost to Seller until not later than ten (ten) days from the date of Closing (the "Holdover Termination Date"), subject to the following provisions:
- (a) Seller agrees to keep all improvements to the Property in good condition and repair. Upon the expiration of Seller's right to occupy the Property, Seller shall return the Property, and all improvements thereon, to Buyer in the same condition and repair as they existed at the date of Closing. Seller may not make additional improvements or alterations to the Property.
- (b) Seller agrees to pay any and all utility charges incurred in connection with the Property during the term of the time Seller occupies the Property after Closing, including but not limited to all charges associated with electric, water, sewer, garbage collection and telephone.

(d) Seller acknowledges that it is occupying the Property "AS-IS", and that Buyer has made no representation or warranty of any kind as to the condition of the Property or its fitness for Seller's intended use.

(e) Seller agrees that the Property shall only be used for the use to which it was being put immediately prior to the Closing and for Seller's other normal and customary operations. Seller shall comply with any and all applicable federal, state and local laws, ordinances, rules, regulations ("Law(s)") and orders with respect to its use and occupancy of the Property.

(f) Seller agrees to indemnify, protect, defend and hold Buyer and Buyer's officers, directors, employees and agents harmless from and against any and all claims, damages, liabilities, judgments, costs (including reasonable attorney's fees), liens, expenses and penalties, whether now known or unknown, fixed or contingent, liquidated or unliquidated, arising out of or in any way connected to (i) Seller and Seller's officers, directors, agents, servants, employees, customers, visitors, licensees, and invitees use and occupancy of the Property or (ii) any accident or other occurrence causing or alleged to have caused injury or death to persons or damage to property by reason of condition, maintenance or construction of the Property or any improvement to the Property that occurred during the time Seller occupied the Property.

(g) Seller agrees to indemnify, protect, defend and hold Buyer and Buyer's officers, employees and agents harmless from and against any and all claims, damages, liabilities, judgments, costs (including reasonable attorney's fees), liens, expenses and penalties, whether now known or unknown, fixed or contingent, liquidated or unliquidated, arising out of or in any way connected to any violation or alleged violation of any Law(s) that occurred during the time Seller occupied the Property.

(h) Seller forever releases, acquits, and discharges Buyer, Buyer's officers, employees and agents from any and all claims, damages, liabilities, judgments, costs, expenses, loss of income, losses due to business interruption, loss of services, actions and losses of actions, whether now known or unknown, fixed or contingent, liquidated or unliquidated, arising out of, alleged to arise out of or in any way connected with the condition of the Property or the use of the Property.

(i) Seller shall, at its sole cost and expense, obtain and maintain in full force and effect throughout its occupancy of the Property, the following non-contributing primary insurance policy, which shall name Buyer as an additional insured: Commercial general liability insurance coverage against any liability to the public arising out of the use or occupancy of the Property with limits of not less than \$500,000.00 per occurrence and not less than \$1,000,000.00 annual aggregate, covering bodily injury and property damage liability.

(j) If for any reason the Seller shall remain in possession of the Property beyond the Holdover Termination Date, Seller shall be deemed a tenant at sufferance, shall be subject to immediate eviction and removal by Buyer and Buyer shall be entitled to pursue all remedies at law or in equity with respect to Seller's holdover on the Property. Buyer and Seller acknowledge and agree that Buyer will be severely damaged by any holdover by Seller beyond the Holdover Termination Date and that the amount of such damages would be difficult to quantify. Buyer and Seller acknowledge and agree that in the event of such a holdover, Seller shall pay to Buyer

liquidated damages in an amount equal to \$1,000.00 per day for each day that Seller remains in possession of the Property beyond the Holdover Termination Date which Buyer and Seller agree is a reasonable approximation of damages which will be suffered by Buyer as a result of such holdover.

(k) Prior to the Holdover Termination Date, Seller shall vacate the improvements on the Property and remove all of its personal property therefrom and shall terminate any existing rights of occupancy or possession affecting the Property. Seller shall be responsible for all fees and costs of such vacation and removal. Any property of Seller left on or about the Property following the Holdover Termination Date shall be conclusively presumed to have been abandoned by Seller and may be disposed of in any manner by Buyer in Buyer's sole discretion.

(l) This Section 18 shall survive the Closing and the expiration of Seller's right to occupy the Property hereunder.

19. Notices: Any notice, which a party is required or may desire to give the other, shall be in writing and shall be sent either (a) by United States registered or certified mail, return receipt requested, postage prepaid, or (b) by a generally recognized overnight carrier providing proof of delivery. Any such notice shall be addressed to a party at such party's address appearing next to such party's signature on last page of the main body of this Contract. Any notice so given shall be deemed to have been given as of the date of actual receipt. Notices shall be addressed to the parties as follows:

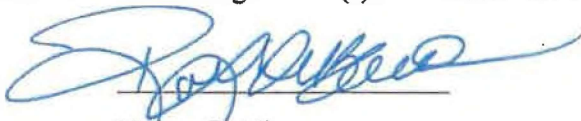
SELLER:
Shoot West Properties, LLC
c/o Rob Wilson
11920 Glodia Drive
Flagstaff, AZ 86004

With a copy to Seller's Counsel:
Law Office of Tevis Reich, PLLC
6 E. Dale Ave.
Flagstaff, AZ 86001
tevis@treichlaw.com

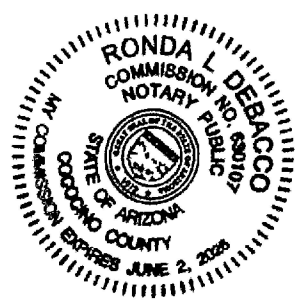
BUYER:
City of Flagstaff
Attn: City Manager
211 W. Aspen Avenue
Flagstaff, AZ 86001
FAX (928) 779-7656

20. Governing Law: The laws of the State of Arizona shall govern the validity, construction, enforcement, and interpretation of this Contract.

ACKNOWLEDGMENT. On this 2 day of October 2025, before me, a Notary Public, personally appeared Robert Wilson, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that (s)he executed the same for the purposes therein contained.



Notary Public



(SEAL)

BUYER:

City of Flagstaff, an Arizona municipal corporation

By: Becky Daggett
Becky Dagget, Mayor

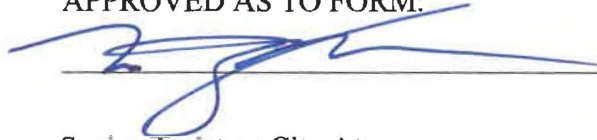
Date: _____

ATTEST:

Stacy Saltyburg
~~*Becky Daggott*~~

City Clerk

APPROVED AS TO FORM:



Senior Assistant City Attorney

EXHIBIT A

PARCEL 1:

LEGAL DESCRIPTION

That portion of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 9, Township 22 North, Range 8 East of the Gila and Salt River Meridian, Coconino County, Arizona, being a portion of that certain parcel described in the following surveys, Page 78, records Coconino County, Arizona, (R1), and being described as follows:

Commencing at the N-N 1/6 corner of said Section 9;

Thence South 89 degrees 25 minutes 36 seconds West, a distance of 423.87 feet to a point on the Westerly line of U.S. Highway 89, marked with a rebar with tag marked "RLS 16687" on the Westerly line of U.S. Highway 89, records of Coconino County, Arizona, Book 5 of Promiscuous Records, page 494, records of Coconino County, Arizona, being the Southeast corner of R1;

Thence North 00 degrees 17 minutes 09 seconds East along said Westerly right-of-way line of U.S. Highway 89, and the Easterly line of said R1, a distance of 423.87 feet to a True Point of Beginning;

Thence North 89 degrees 04 minutes 10 seconds West, a distance of 369.98 feet to a point;

Thence North 00 degrees 17 minutes 08 seconds East a distance of 203.29 feet to a point on the Southerly right-of-way line of Copeland Lane, according to Docket 1043, page 881, records of Coconino County, Arizona;

Thence North 89 degrees 27 minutes 26 seconds East along the said Southerly right-of-way line of Copeland Lane, a distance of 370.00 feet to the Northeast corner of said R1;

Thence South 00 degrees 17 minutes 09 seconds West along said Westerly right-of-way line of U.S. Highway 89 and said Easterly line of R1, a distance of 212.80 feet to the True Point of Beginning.

LICENSE AGREEMENT
Related to Use of Firearms Training Facility

THIS LICENSE 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**”) or (“**Licensor**”), the CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona (“**City**”) or (“**Licensor**”), and the COCONINO COUNTY JAIL DISTRICT, a county jail district duly organized pursuant to Chapter 25, Title 48 of the Arizona Revised Statutes (hereinafter “**A.R.S.**”), with offices located at 219 East Cherry Avenue, Flagstaff, Arizona 86001 (“**District**”) or (“**Licensee**”).

RECITALS:

WHEREAS, the College and the City are purchasing an indoor shooting range facility (“**Firearms Training Facility**”) located at 11972 N US Highway 89 Flagstaff, AZ 86004 (“**Property**”) to provide year-round firearms training and educational opportunities for various law enforcement and educational activities; and

WHEREAS, the College and the City are entering an Intergovernmental Agreement (“**IGA**”) that expressly contemplates the issuance of a non-exclusive license to the District for shared use of the Firearms Training Facility under the terms of the IGA and this Agreement; and

WHEREAS, the Firearms Training Facility also meets the needs of the District to provide year-round firearms training and educational opportunities for various law enforcement and educational activities; and

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. PROPERTY USE. Licensee desires to enter and use the Property to provide year-round firearms training and educational opportunities for various law enforcement and educational activities as allowed in this Agreement. Parties agree that the District License permits the use of the Firearms Training Facility for all law enforcement personnel employed by the Coconino County Sheriff’s Office.

2. TERM. This Agreement shall commence on the Effective Date and continue for a period of twenty-five (25) years, and may not be terminated except for material breach of the Agreement by Licensee pursuant to Section 12. Notwithstanding these restrictions, the Agreement is subject to cancellation by any party pursuant to A.R.S. § 38-511, the material terms of which are hereby incorporated by reference.

3. CONSIDERATION. In exchange for the uses provided for in this agreement, Licensee shall pay Licensor the amount of three hundred fifty thousand dollars (\$350,000.00). Licensor acknowledges and agrees that this payment shall be used towards the purchase price of the Firearms Training Facility and that Licensee has no ownership interest in the Property or the Firearms Training Facility. Licensee agrees to pay this amount prior to the close of escrow under the Licensors' separate purchase agreement. Licensee agrees that this payment shall be made directly into the escrow account as directed by Licensor. Licensee agrees that this Agreement shall not be effective until after Licensee's payment obligations are satisfied, after Licensors close escrow on the Property, and after all other required terms of this agreement are satisfied by Licensee. In the event Licensor fails to close escrow on the Property for any reason, Licensor shall return this payment to Licensee and this Agreement will not become effective.

4. SHARED USE. The City, College, and Licensee shall have shared use of the Firearms Training Facility. The terms of the shared use shall be governed by an amendment to this Agreement to be negotiated later by the parties ("**Shared Use Agreement**"), but not more than 120 days from the execution of this License Agreement. The Shared Use Agreement shall be executed before the City, the College, and the Licensee are provided access to the Firearms Training Facility. At a minimum, the Shared Use Agreement shall include terms describing the parties' rights and obligations regarding:
 - A. Authorized users for each party;
 - B. Security procedures and building access;
 - C. Methodology for tracking each party's use;
 - D. Storage of property/equipment, if any;
 - E. Priority of use rights, if any;
 - F. Safety protocols for simultaneous use by multiple parties, if any;
 - G. Whether the parties agree to add outside agencies to the Shared Use Agreement. Any revenue generated from outside agencies shall be used to first offset any management, maintenance, and operating expenses;
 - H. Whether the parties agree to open the Firearms Training Facility to public events and/or the public when not in use by the parties. Any revenue generated from events or other public use shall be used to first offset any management, maintenance, and operating expenses;
 - I. The distribution of reserve funds for management, maintenance, and operating expenses; and
 - J. Ammunition, Firearm, and Equipment use and storage by the City, College, and the District under this license.

5. MANAGEMENT, MAINTENANCE, AND OPERATING EXPENSES. The City shall manage the day-to-day maintenance and operation of the Firearms Training Facility, subject to the terms of the IGA, this Agreement, also referred to as the

(“**District License**”), and the Shared Use Agreement.

6. INDEMNIFICATION. Each party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other party(ies) (as “indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of performance of this Agreement, the Shared Use Agreement, and any other agreement between the parties related to the use and/or operation of the Firearms Training Facility, but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
7. INSURANCE. Each party shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the performance of this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility, and the acts and omissions of the party’s employees or agents.
 - a. Property Insurance. The College and the City shall each obtain and keep in force during the term of this Agreement a policy or policies of insurance covering loss or damage to the Property, in the amount of the full replacement value thereof, as the same may exist from time to time, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (“all risk” as such term is used in the insurance industry). Said insurance shall provide for payment of loss thereunder to both the insuring party and the other joint owner party (i.e., the City or the College) as an additional insured or loss payee. The property insurance provided in this Section shall require at least thirty (30) days advance written notice to all parties of any cancellation, change or modification.
 - b. General Liability Insurance. The College, the City, and the Licensee shall additionally maintain “occurrence” form Commercial Liability Insurance with a policy limit of not less than \$1,000,000 for each occurrence, and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. (ISO) Commercial General Liability “occurrence” form. Said insurance shall be endorsed to add the other parties (i.e., the City, the College, and the Licensee) as additional insureds, and shall require at least thirty (30) days advance written notice to the additional insureds of any cancellation, change or modification.

The College, the City, and the Licensee hereby waive all rights of recovery and causes of action that either has or may have or that may arise hereafter against the

other for any damage to Premises, property, or business caused by any perils covered or coverable by the property or liability insurance required under this Section, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it. The failure of either party to insure its property shall not void this waiver. All parties hereby waive all claims against the other for losses resulting from an interruption of business resulting from any accident or occurrence in or upon the Property.

8. THIRD PARTY BENEFICIARIES. This Agreement is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
9. AMENDMENTS AND RELATED AGREEMENTS. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof as of the date of execution. All amendments or modifications of the Agreement shall be in writing and approved by the parties.
10. NO WAIVER. The waiver by any party of any breach of any term, covenant or condition of this Agreement, the Shared Use Agreement, and any other agreement between the parties related to the use and/or operation of the Firearms Training Facility by another party shall not be deemed a waiver of such term, covenant or condition with respect to any subsequent breach of the same or of any other term, covenant or condition of this Agreement.
11. SUCCESSORS AND ASSIGNS. The terms and provisions of this Agreement are to apply to and bind the successors and assigns of the parties hereto.
12. NOTICE OF BREACH AND RIGHT TO CURE. Any party alleging a breach or threatened breach of this Agreement, the Shared Use Agreement, and any other agreement between the parties related to the use and/or operation of the Firearms Training Facility shall provide written notice to the allegedly breaching party(ies) before exercising any rights under Section 14. The noticed party(ies) shall have sixty (60) days to cure any alleged breach. Failure to cure the alleged breach within 60 days shall result in the Dispute Resolution process set forth in Section 14.
13. NOTICES. All notices or demand upon any party to this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility shall be delivered by hand or sent by certified mail addressed as follows:

To City: City of Flagstaff
 Attn: City Manager
 211 W. Aspen

Flagstaff, AZ 86001

To District: Coconino County Jail District
Attn: Clerk of the Board of Directors
219 E. Cherry
Flagstaff, AZ 86001

To College: Coconino County Community College District
Attn: District Governing Board
2800 S. Lone Tree Rd.
Flagstaff, AZ 86005

With a copy to:

Nathan Schott, Esq.
GUST ROSENFELD, P.L.C.
125 E. Elm. Ave.
Flagstaff, AZ 86001

14. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility or the breach thereof, will be submitted to mediation. The parties shall mutually agree upon a mediator to conduct the mediation. The cost of mediation will be shared equally by the parties to the dispute. If mediation is unsuccessful to resolve any controversy or claim arising out of or relating to this Agreement or the breach thereof, then the parties shall have a right to such other remedies as may be available at law or in equity, including specific performance and the right to enjoin any breach or threatened breach that is not resolved after the parties have complied with Sections 12 and 14. The laws of the State of Arizona shall govern the matters set forth in this Agreement, and venue for any action brought under this Agreement shall lie in Coconino County, Arizona. The prevailing party in any litigation shall be entitled to an award of reasonable attorney fees and costs.
15. SEVERABILITY. If any provision of this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility is held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Agreement, the Shared Use Agreement, and/or any other agreement between the parties related to the use and/or operation of the Firearms Training Facility that can be given effect without the invalid provision.
16. RELATIONSHIP OF THE PARTIES. Nothing contained in this Agreement shall be construed as creating the relationship of principal or agent or of partnership or joint venture.

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

Eric A. Heiser

Digitally signed by Eric A. Heiser
Date: 2026.01.28 17:23:15
-06'00'

Dr. Eric Heiser, College President

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.



Nathan Schott, Attorney for Coconino Community College

[Signatures continue on following page.]

CITY OF FLAGSTAFF,
an Arizona municipal corporation

Becky Daggett, 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

COCONINO COUNTY JAIL DISTRICT,
a political subdivision of the State of Arizona

Chair of the Board of Directors

Attest:

Clerk of the 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.

Deputy County Attorney