

Coconino County Free Library District Intergovernmental Agreement

Administration of Funds of the Coconino County Free Library District

This Intergovernmental Agreement (IGA) is entered into this ____ day of _____, 2013 (the “Effective Date”), by and among the **City of Flagstaff** (“**Flagstaff**”), an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, the **City of Williams**, an Arizona municipal corporation with offices at 113 South First Street, Williams, Arizona 86046, the **City of Page**, an Arizona municipal corporation with offices at 697 Vista Avenue, Page, Arizona 86040, the **Town of Fredonia**, an Arizona municipal corporation with offices at Town Hall, Fredonia, Arizona 86022, **Coconino County** (the “**County**”), a body politic and corporate as provided in Sections 11-105 and 11-201 of the Arizona Revised Statutes, with offices at 219 East Cherry Street, Flagstaff, Arizona 86001, (all of the foregoing sometimes referred to as the “**Operating Parties**”), and the **Coconino County Free Library District** (the “**District**”), a county free library district, special taxing district and political subdivision of the State of Arizona duly formed and existing under the provisions of Title 9, Chapter 7, Article 1 and Title 48, Chapter 24 of the Arizona Revised Statutes, governed by the Coconino Board of Supervisors and acting through the District Board of Directors.

RECITALS

- A. Each of the Operating Parties wishes to contract with the District and sponsors or operates one or more public libraries funded by the District;
- B. The District and the Operating Parties are funded by a county free library district tax levied by the District and collected on the District’s behalf by the County;
- C. The parties wish to set forth their agreement regarding the allocation of such tax receipts and the administration of the Operating Party libraries;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement the Operating Parties agree as follows:

1. Definitions

- 1.1 **Affiliate Library:** Libraries that are members of the District or contract with the District that are within an incorporated town or City. Affiliate Libraries include Fredonia Public Library, Page Public Library, Sedona Public Library, and Williams Public Library.
- 1.2 **Base Amount:** For purposes of this Agreement, the Base Amount is Three Million, Nine Hundred Nine Thousand, Eight Hundred Forty-Eight Dollars (\$3,918,516.00).
- 1.3 **Basic Services:** This term may include, but is not limited to: facilities for reading and

study; purchase and maintenance of materials; access to online services and databases, including the internet; reference service, both in person and by telephone; request and interlibrary loan service; and children's programming.

- 1.4 **Branch Library:** Libraries that are members of the District or contract with the District that are within the City of Flagstaff or in the unincorporated portions of Coconino County, and whose employees are administered through the City of Flagstaff. Branch Libraries include the East Flagstaff Community Library, the Coconino County Bookmobile, Coconino County Correctional Facility Library, Forest Lakes Community Library, Tuba City Public Library, Grand Canyon Community Library.
- 1.5 **Coconino County Library District Council:** The Coconino County Library District Council (the "Library Council"), having been formed by the Operating Parties, is comprised of one representative from each of the Operating Parties, and in addition, a representative from the Sedona Public Library appointed by the District, and advises the Coconino County Board of Supervisors on matters concerning growth of services and/or facilities, special needs requests, and such other matters concerning administration of the District and libraries in the District upon which the Board of Supervisors shall request its advice. The role of the Library Council shall be advisory only and shall not bind or restrict the authority of the Coconino County Board of Supervisors in governing the District. The Coconino County Librarian is appointed per Arizona statute by the County Board of Supervisors, acting on behalf of the District.
- 1.6 **District Libraries:** all Affiliate, Branch and Other Libraries and the Main Library. These libraries may be members of the District, or may contract with the District.
- 1.7 **Excess or Deficit:** These terms refer to the difference between the amount of the Total Library District Tax and the Base Amount and Fund Balance.
- 1.8 **Indirect Rate:** A single fixed rate that is recalculated annually by Flagstaff that includes all allowable control services costs and is prepared in accordance with the simplified method as prescribed by OMB A-87.
- 1.9 **Main Library:** The Library located in Flagstaff that is the central library. This Library oversees and supervises operations of Branch Libraries and advises Affiliate Libraries and Other Libraries.
- 1.10 **Other Libraries:** All Libraries that are members of the District or contract with the District and that are not Affiliate or Branch Libraries, including the Coconino County Law Library , the Supai Library, and the Ashfork Library.
- 1.11 **Total Library District Tax:** For purposes of this Agreement, the Total Library District Tax is the gross amount collected annually from the Library District tax levy.

2. Allocation of Tax Receipts

The Base Amount shall be allocated for Basic Services as follows:

- 2.1 Sixty-Six Thousand, Four Hundred Eighty-Seven Dollars (\$66,487.00) to the Town of Fredonia for the Fredonia Public Library to provide Basic Services; and
- 2.2 Three Hundred Nineteen Thousand, Five Hundred Fifty-One Dollars (\$319,551.00) to the City of Page for the Page Public Library to provide Basic Services; and
- 2.3 Three Hundred Seventy-Three Thousand, Forty-Three Dollars (\$373,043.00) retained by the District for allocation to the Sedona Public Library, as a branch of the Coconino County Free Library, to provide Basic Services; and
- 2.4 Ninety-Two Thousand, Two Hundred Fifty-One Dollars (\$92,251.00) to the City of Williams for the Williams Public Library to provide Basic Services; and
- 2.5 Two million, One Hundred Sixty-Four Thousand, Five Hundred and Thirty-Four Dollars (\$2,164, 534.00) to Flagstaff for the Main and Branch libraries in the City of Flagstaff to provide Basic Services; and
- 2.6 Seventy- Six Thousand, Two Hundred Fifty Dollars (\$76, 250.00) to Flagstaff for operations of the County Bookmobile, to provide Basic Services to residents in the City of Flagstaff and outlying areas of the District;
- 2.7 Sixty-Two Thousand, One Hundred Seventy-One Dollars (\$62,171.00) to Flagstaff for operations of the Coconino County Correctional Facility Library, to provide Basic Services, as applicable; and
- 2.8 Ninety Thousand, Nine Hundred Seventy-Seven Dollars (\$90,977.00) to the City of Flagstaff for the Grand Canyon Community Library to provide Basic Services; and
- 2.9 Two Hundred One Thousand, Two Hundred Fifty-Two Dollars (\$201,252.00) to Flagstaff for the Tuba City Public Library to provide Basic Services; and
- 2.10 Eighty Thousand, Seven Hundred and Fifty-Three Dollars (\$80,753.00) to Flagstaff for the Forest Lakes Public Library to provide Basic Services; and
- 2.11 Ninety-Two Thousand, Four Hundred Seventy-Two Dollars (\$92, 472.00) to the County for the County Law Library to provide Basic Services; and
- 2.12 Five Thousand, Three Hundred Sixty-Seven Dollars (\$5,367.00) to Flagstaff for the Supai Public Library to provide Basic Services.
- 2.13 Eight Thousand Six Hundred Sixty Eight Dollars (\$8,668.00) to Flagstaff for the Ashfork Public Library to provide Basic Services.

2.14 Two Hundred Eighty-Four Thousand, Seven Hundred Forty Dollars (\$284,740.00) to Flagstaff to provide information technology support to Branch, Affiliate, and other Libraries.

3. Administration of Funds; Amounts Collected Over or Under the Base Amount

3.1 All funds for the Branch Libraries as set forth in Section 2, shall be administered by Flagstaff; funds for the Affiliate Sedona Public Library shall be administered by Sedona Public Library; funds for the County Law Library shall be administered by the County; and funds for each of the other Affiliate libraries shall be administered by the incorporated city or town in whose jurisdiction such library is situated.

3.2 In the event that the District shall, in any fiscal year during the term of this Agreement, collect less total tax than the Base Amount, then such reduced tax collections shall be allocated among the District libraries, based upon recommendations of the Coconino County Library Council and authorized by the Coconino County Board of Supervisors acting as the District Board of Directors.

3.3 In the event that the District shall, in any fiscal year during the term of this Agreement collect more total tax than the Base Amount, then such tax collections shall be allocated first as set forth in Section 2, and the balance shall be forwarded to Flagstaff to be expended, with the advice of the Coconino County Library Council for: district-wide automation and growth projects, allocation to libraries based on criteria set forth by the Coconino County Library District Council, expansion of existing library facilities and services; provided, however, that the Board of Supervisors, with the advice of the Library Council, may, in its discretion, choose to set aside or expend any such excess funds for special needs of individual libraries, such as capital improvement or repairs, automation upgrades, or replacement of the Bookmobile, provided that the party administering the facility for which such special need occurs shall provide sufficient matching funds as determined by the Library Council.

3.4 Any funds of the District not expended in any fiscal year shall be legally reserved for the uses described in 3.3.

3.5 The County shall disburse the base funds allocated as follows: one-half (1/2) of each amount allocated shall be distributed by November 30th of each fiscal year covered by this Agreement, and the balance of each such allocation no later than the following May 31st.

3.6 All funds allocated and disbursed under this Agreement shall be used solely for library purposes.

3.7 The County shall provide to all parties a full accounting and reconciliation of collections and disbursements no later than 60 days following the end of each fiscal year.

3.8 Funds collected above the Base Amount will be reconciled by Coconino County

following the close of the fiscal year and then transferred to the City of Flagstaff no later than September 1st. These excess funds will be distributed as set forth in 3.3 above.

4. Effective Date and Term

- 4.1 This Agreement shall be effective with respect to the Operating Parties and the District as of July 1, 2013.
- 4.2 This Agreement shall continue in force and effect until midnight on June 30, 2015, unless sooner terminated as indicated in this Agreement.
- 4.3 This Agreement may be terminated pursuant to Arizona Revised Statutes Section 38-511.
- 4.4 Upon termination of this Agreement for any reason, any property purchased by a party using funds already paid to it shall remain the property of such party.

5. Assignment of Library Grants

In addition to those funds allocated to Flagstaff under Section 2 of this Agreement, the County and the District hereby assign to Flagstaff their rights to library grant funds distributed by the State of Arizona during the term of this Agreement, and agree that Flagstaff may receive such grant funds directly from the state, provided that any and all such grant funds are expended solely for purposes of operation and development of county-wide free public library service.

6. Operations and Reporting

- 6.1 During the term of this Agreement, each of the Operating Parties shall, with respect to all District public libraries sponsored and/or operated by it:
 - 6.1.1 ensure that all such libraries (other than the County Jail Library) provide full use of their facilities and services to the general public or to a reasonably acceptable level of services to the general public under the circumstances;
 - 6.1.2 Cooperate in the planning and implementation of cooperative resource-sharing and District-wide automation projects and activities as the Board of Supervisors shall reasonably request;
 - 6.1.3 Maintain monthly circulation statistics and provide them to the District as and when requested;
 - 6.1.4 Complete or assist the District in completing its annual statistical survey for the state Library Extension Service; and
 - 6.1.5 Provide to the District, upon the District's reasonable request, a written accounting describing the application of all funds allocated and disbursed under this Agreement.
- 6.2 No later than September 30th of each year during the term of this Agreement, Flagstaff

shall provide the County with an annual summary of expenditures of Flagstaff under this Agreement for the preceding fiscal year.

7. Indemnification

Each Operating Party covenants and agrees to indemnify the District, the County and Flagstaff and hold them harmless for and from any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise or result from any act, action or omission of such Operating Party under this Agreement.

8. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given in accordance with this Section:

If to Flagstaff:

If to the County or the District:

Deputy City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

Deputy County Manager
Coconino County
219 East Cherry Street
Flagstaff, Arizona 86001

Notice to any of the other Operating Parties shall be sent to the address set forth for each above, respectively.

9. Authority to Contract

Each of the Operating Parties represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement, in accordance with A.R.S. Sec. 11-952.

10. Prior Agreements, Integration, Modification

10.1 The parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this constitutes the parties' entire agreement with respect to the matters addressed in the Agreement. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement.

10.2 This Agreement may be modified or amended only by written agreement signed by or for all parties, and any such modification or amendment will become effective on the date specified in the amendment.

11. Severability

In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the enforcement of such remaining terms shall continue to reflect substantially the intent of the parties to this Agreement.

12. Waiver

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision of this Agreement, nor shall any waiver by any party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach of this Agreement.

13. Headings

The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

14. No Third-Party Beneficiaries.

This Agreement is made solely for the purposes of the parties. There are no intended third-party beneficiaries.

15. Governing Law

This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Flagstaff

**Coconino County Free Library
District and Coconino County**

By: Gerald W. Nabours, Mayor

By: Matt Ryan, Chairman
Board of Supervisors

Attest:

Attest:

City Clerk

County Clerk

City of Williams

City of Page

By: John Moore, Mayor

By: Bill Diak, Mayor

Attest:

Attest:

City Clerk

Town of Fredonia

By:

By: Jennifer Lukus, Mayor

Attest:

Attest:

Secretary of the corporation

Town Clerk

The undersigned counsel have determined that this Agreement is in proper form and within the powers and authority of the respective parties represented under the laws of this state.

Michelle D’Andrea, City Attorney
Counsel for the City of Flagstaff

David W. Rozema, County Attorney
Counsel for Coconino County and
Coconino County Free Library District

Counsel for the City of Williams

Joseph Estes,
City Attorney
Counsel for the City of Page

Counsel for the Town of Fredonia
