# CITY OF FLAGSTAFF

RESOLUTION NO. 1050

A RESOLUTION HAVING THE EFFECT OF AN ORDINANCE ESTABLISHING THE FLAGSTAFF CITY-COCONINO COUNTY PUBLIC LIBRARY BOARD; ESTABLISHING MEMBERSHIP AND TERMS OF SERVICE; DEFINING THE PURPOSE AND DUTIES; FIXING THE PROCEDURE OF MEETINGS; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: Title 2, Chapter 2 of the Municipal Code of the City of Flagstaff, is hereby repealed.

SECTION 2: There is hereby established the Flagstaff City-Coconino County Public Library Board to be composed of nine (9) City members, and three (3) County members who shall meet as hereinafter provided, to consider and deliberate upon matters of concern to the City Council of the City of Flagstaff, the Board of Supervisors of Coconino County and the citizens of the City and County, that affect the operation and efficiency of the Library toward the end of providing an optimum level of library services within resources available.

SECTION 3: The composition of the membership of the Board shall be as follows:

A. A Councilman, designated by the Council to serve during that person's term of office.

B. Eight (8) City members to be appointed by the Council of the City of Flagstaff at the effective date of this Resolution who shall serve for three year terms, the eight (8) members to initially be appointed as follows:

Two (2) shall be appointed for one (1) year terms.
Three (3) shall be appointed for two (2) year terms.
Three (3) shall be appointed for three (3) year terms.

These persons appointed to the Board shall be residents of the City.

C. Three (3) County members to be appointed by the Board of Supervisors of the County of Coconino who shall serve for three (3) year terms. The three (3) members to be initially appointed as follows:

One (1) shall be appointed for one (1) year term.
One (1) shall be appointed for two (2) year term.
One (1) shall be appointed for three (3) year term.

The Council shall review and may ratify the appointments of the Board of Supervisors as the eight City members are appointed.

D. Membership on the Board shall terminate if any member has two (2) consecutive unexcused absences. The Chairperson shall determine prior to any meeting if a member's absence is excusable.

E. The effective date of the appointment of any member shall be the anniversary date of that member's tenure as provided above.

SECTION 4: The Council and the Board of Supervisors shall promptly fill vacancies for the unexpired term of any member of the Board in the appointments for which each governing body is responsible.

SECTION 5: The Board shall hold not less than ten (10) regular meetings annually which shall at all times be open to the public; the time and place of said meetings shall be posted in accordance with any currently applicable Arizona State Statutes regulating public meetings and proceedings (open meeting laws). Special meetings may be called by the Chairperson on twenty-four (24) hours notice.

SECTION 6: Within sixty (60) days after the effective date of this Resolution and at the first meeting of the Board, the members of the Board shall elect a Chairperson and a Vice-Chairperson and a Secretary. Elections for those officers, thereafter, shall be held annually on or about that anniversary date. No member shall serve more than three (3) successive terms as Chairperson. Roberts Rules of Order shall govern the conduct of meetings in the event of a procedural dispute.

SECTION 7: The following persons shall be ex-officio members of the Board, but shall have no vote:

1. The Mayor
2. The Chairman of the Board of Supervisors
3. The City Manager
4. The Library Director

SECTION 8: The Board hereby established shall act in an advisory capacity to, and make recommendations to the Library Director, the City Manager, the City Council and the Board of Supervisors on general policy relating to the operation of the library system. The Library Board shall submit to the City Council and the Board of Supervisors an annual report on activities during the fiscal year during the time future budgets are being considered.

SECTION 9: The public library system shall be administered by a Library Director, who shall be appointed by and serve at the direction of the City Manager as other City departments are administered.

SECTION 10: The Board, with the consent of the City Manager may call on all City Departments for assistance in the performance of its duties and it shall be the duty of such departments to render such assistance to the Board as may be reasonably required.

SECTION 11: All monetary gifts, legacies, bequests, donations, etc. shall be separately accounted for by the City Finance Department, and shall be drawn upon only for the Library purposes as specified by the donor or as trust fund expenditures are administered by common law or the statutes of the State of Arizona, upon requisition by the Library Director.

SECTION 12: That the immediate operation of the provisions of this Resolution is necessary for the public peace, health and safety of the residents and citizens of the City of Flagstaff; that an EMERGENCY is,

# CITY OF FLAGSTAFF



therefore, declared to exist; THAT THIS RESOLUTION SHALL BE IN FULL FORCE AND EFFECT IMMEDIATELY UPON ITS PASSAGE AND ADOPTION BY THE COUNCIL OF THE CITY OF FLAGSTAFF.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 3rd day of January, 1978.

Robert L Moody
MAYOR

ATTEST:

Linda Butler
CITY CLERK

APPROVED AS TO FORM:

Fred W. Croker II
CITY ATTORNEY

Official Records of Coconino County 3545683
Candace Owens - Recorder 11/23/2009 03:20 PM Pgs: 5
CITY OF FLAGSTAFF AM $11.00

A2009-1118.1

After recording, return to:
City Clerk
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

# INTERGOVERNMENTAL AGREEMENT

**Coconino County**
**and**
**City of Flagstaff**

**Flagstaff City – Coconino County Public Library Board**

This Intergovernmental Agreement (IGA) is entered into this 18th day of Nov., 2009 (the "Effective Date"), by and between the City of Flagstaff ("Flagstaff"), an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and 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. The City and the County may also be referred to as "Party" or "Parties" in this Agreement.

## RECITALS

A. The Parties belong to the Coconino County Free Library District and sponsor or operate one or more public libraries ("Library") funded by and under the auspices of the District;

B. The Parties wish to set forth their agreement regarding the formation, membership and duties of a Flagstaff City – Coconino County Public Library Board (the Library Board");

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

**1. Formation of the Library Board.**

There is hereby established the Flagstaff City – Coconino County Public Library Board to consider and deliberate upon matters of concern to the City Council of the City of Flagstaff, the Board of Supervisors of the County, and the citizens of the City and the County that affect the operation and efficiency of the Library in order to provide an optimum level of library services using available resources. The Library Board shall act in an advisory capacity to, and make recommendations to, the Library Director, the City Manager, the City Council and the Board of Supervisors.

**2. Membership.**

The Board shall be composed of one (1) City Council Member, four (4) City residents, three (3)

Board members appointed by the Board of Supervisors of the County, one (1) appointee being a member of the County Board of Supervisors and two (2) being County residents. The City Council Member and the Supervisor shall be ex officio, non voting members.

**3. Terms of Board Members; Vacancies.**

3.1 Of the City residents first appointed to the Board, one shall be designated to serve for a term of one (1) year, one shall be designated to serve for a term of two (2) years, and two shall be designated to serve a term of three (3) years from the date of their appointment. Thereafter, City residents shall be appointed for a term of office of three (3) years.

3.2 Of the two County residents first appointed to the Board, one shall be designated to serve for a term of one (1) year, and the other shall be designated to serve for a term of two (2) years. Thereafter, County residents shall be appointed for a term of office of three (3) years.

3.3 The City Council and the Board of Supervisors shall promptly fill vacancies for the unexpired term of any member of the Board of appointments for which each governing body is responsible.

**4. Organization of the Board**

4.1 Within sixty (60) days after the effective date of this Agreement, and at the first meeting of the Board, the members of the Board shall elect a chairperson and a Vice-Chairperson. Elections for those officers shall be held thereafter annually on or about that anniversary date. No member shall serve more than three (3) successive terms as Chairperson.

4.2 The Library Director may be an ex-officio, non voting member of the Board.

**5. Meetings.**

5.1 The Board shall hold not less than ten (10) regular meetings annually which shall at all times be open to the public. The time and place of the meetings shall be posted in accordance with any currently applicable State statutes, including but not limited to the Arizona Open Meeting Law, regulating public meetings and proceedings.

5.2 A quorum shall be one more than half the voting membership of the Board.

5.3 If any Board member has two (2) consecutive unexcused absences, the remaining Board members may vote to terminate the appointment of the unexcused member. The Chairperson shall determine prior to any meeting if a member's absence is excusable.

**6. Effective Date and Term**

6.1 This Agreement shall be effective with respect to the City and the County at the time of its adoption by their governing bodies.

6.2 This Agreement shall continue in force and effect until midnight on June 30, 2020, unless sooner terminated as indicated in this Agreement; provided, however, that this Agreement shall be automatically renewed for an additional term of two (2) year unless notice of intent not to renew is given by either Party no less than sixty (60) days prior to the end of its initial term.

6.3 Notwithstanding anything to the contrary contained in this Agreement, it may be terminated by either Party, with respect to such Party, upon six (6) months' prior written notice of its intent to do so, without penalty or further obligation, in accordance with the provisions of Arizona Revised Statutes § 38-511.F, in the event of the occurrence of any of the circumstances described in A.R. S. § 38-511.A.

**7. Indemnification**

Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney fees, (hereinafter collectively referred to as "Claims") arising out of noncompliance with State or Federal law or 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 or 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.

7.1 Notwithstanding any other provision of this Agreement to the contrary, any agreement by one party to hold harmless or indemnify the other party shall be limited to, and be payable only from, the indemnifying party's available insurance or self-insurance coverage for liability assumed by contract available as a part of its general liability insurance program.

**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:**

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

**If to the County:**

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

**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. 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**

By: Sara Presler, Mayor

**Coconino County**

By: Matthew G. Ryan, Chairman
Board of Supervisors

Attest:

Laura Matthews for
City Clerk

Approved as to form and as to authority granted by law:

Jana H. Kjellgren for
City Attorney

Attest:

Wendy Eccleston
Clerk of the Board

Approved as to form and as to authority granted by law:

Jean E. Wilcox
Deputy County Attorney