

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF TUSAYAN AND THE CITY OF FLAGSTAFF
FOR LIBRARY SERVICES**

This Intergovernmental Agreement is entered into this _____ day of _____, 2022 by and between the Town of Tusayan, a political subdivision of the state of Arizona ("Town"), and the City of Flagstaff, a political subdivision of the state of Arizona ("City").

RECITALS

- A. The Grand Canyon Community Library is a branch library of the Coconino County Free Library District ("Library"), and is located within Grand Canyon Village, near the Town of Tusayan;
- B. The Town of Tusayan desires to offer library services in Town Hall on a temporary basis in order to gauge the community benefit for having such readily available services;
- C. The City of Flagstaff serves as fiscal agent and operates the Library pursuant to an Intergovernmental Agreement with the Coconino County Free Library District and other municipalities dated January 23, 2018 ("the District IGA");
- D. In the future, the Town may desire to expand the scope of library services provided within the Town, or consider joining the District IGA;

NOW, THEREFORE, in consideration of the mutual promises contained within this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to make Grand Canyon Community Library services more available to the Town of Tusayan.

2. Town of Tusayan Responsibilities

- 1.1 The Town will cooperate with the Library in good faith to facilitate the provision of library services;
- 1.2 The Town will provide the Library with space to provide library services within Town Hall, located at 845 Mustang Dr., Tusayan, Arizona, during the hours of 10:30 a.m. to 4:00 p.m., every Friday, except for Town Holidays ("Library Hours"). During the Library Hours, Town will provide the following:
 - a. A storage space for Library materials (Library will remove materials at the conclusion of Library Hours and return them to the Grand Canyon Community Library);
 - b. A public computer for use by patrons, along with information technology ("IT") support services;

- c. A work space for the Library Clerk;
- d. A meeting place for patrons, suitable for offering children's programs, book readings, storytelling, performances, special events, and any other approved programs (collectively "Library Programs");
- e. Restroom facilities;
- f. A designated Town Representative to assist Library with scheduling Library Programs.

3. **Grand Canyon Community Library Responsibilities**

3.1 The Library will cooperate with Town in good faith to provide library services desired by Town.

3.2 During Library Hours, the Library will provide:

- a. A self-help law library and digital library services;
- b. Library Programs as Library determines is appropriate, after consultation with the Town Representative;
- c. Library Clerk able to answer questions and help Town patrons. The Library Clerk will be entitled to a 30-minute paid break during the Library Hours for personal needs.
- d. English as a Second Language ("ESL") and General Education ("GED") services.
- e. At least twice a month, the Library shall provide a Library employee who is able to communicate with Town patrons and transact Library services using the Spanish language. It is anticipated that a Flagstaff Downtown Library employee will provide these Spanish language services to Town patrons, via telephone and/or internet.

4. **Compensation**

4.1 The Town agrees to pay to the City an amount not to exceed \$2,500.00 for library services for the initial term.

4.2 City/ Library will invoice the Town for the cost of provision of the temporary Library Clerk at that employee's regular hourly rate of pay (up to \$15.50 per hour).

5. **Term**

This Agreement commences on Friday, February 25, 2022 and continues through June 30, 2022. Upon conclusion of the term, each party will retain ownership of its own property.

6. **Renewal**

This Agreement may be renewed upon mutual agreement of the parties, for up to four (4) six-month renewal terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

City of Flagstaff

Town of Tusayan

Mayor Paul Deasy
Date: _____

Charlie Gail Hendrix, Town Manager
Date: _____

Attest:

Attest:

Stacy Saltzburg, City Clerk

Logan Keel, Town Clerk

Attorney Approval

Approved, pursuant to A.R.S. § 11-952(D), as being in proper form and with the powers and with the powers and authority granted under the laws of this State.

Attorney for the City

Attorney for the Town

Library Director
For the Coconino County Free Library District

Approved, as falling within the scope of operations of the Grand Canyon Community Library.

Library Director