

**INTERGOVERNMENTAL AGREEMENT for the administration, operation,
maintenance and capital improvement the Tuba City Public Library**

Between

**Coconino County,
A Political Subdivision of the State of Arizona**

And

**Coconino County Free Library District, A Political Subdivision of the State of
Arizona**

And

**City of Flagstaff,
An Arizona Municipal Corporation**

Recitals:

- A. Whereas,** Tuba City Cultural Projects, Inc. ("TCCP") holds Lease No. TC-97-904 (Exhibit "A") with the Navajo Nation for Navajo Nation Building No. T015-072, commonly known as the Tuba City Public Library, located on Main Street in Tuba City, Arizona (the "Premises"), which is suitable for use as a public library and which TCCP has provided for the use of a public library; and
- B. Whereas,** the City of Flagstaff ("City"), Coconino County ("County"), and the Coconino County Free Library District ("District") are parties to an Intergovernmental Agreement for the Administration and Funding of Branch and Affiliate Libraries of the Coconino County Free Library District (the "Master IGA"); and
- C. Whereas,** the Master IGA acknowledges the intent of the District to operate a branch library at the Tuba City Public Library with the assistance of the County and the City; and
- D. Whereas,** the County, District and City (the "Parties") desire to memorialize their respective responsibilities for the administration, maintenance, and operation of the Tuba City Public Library.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. **Utilities** - The City, as the District's fiscal agent, shall make payment out of the Tuba City Public Library budget for utility services including telephone, internet, electricity, water, propane and sewer for the Premises.
2. **Telephone/Internet** - The District shall be responsible for installation, maintenance and service charges (other than regular fees for service) for infrastructure for telephone and data communications services.
3. **Maintenance** - Coconino County shall maintain the Premises including the exterior and interior of the structure, including:
 - a) **General Maintenance** - Defined as the day-to-day operational maintenance of the facility, to include plumbing, electrical, roof, structural, HVAC, carpentry, and locks. This specifically excludes the maintenance of telephone and data cabling and operations, which shall be the responsibility of the District and the maintenance and repair of any public or private utility equipment or system (gas, electricity, water or sewer) located before a meter or past the building exterior, which shall be the responsibility of the appropriate agency.
 - b) **Contract Maintenance** - Defined as that maintenance contracted to professional vendors, to include janitorial, pest control, grounds/landscaping, elevator and fire extinguisher contracts.
 - c) **Preventative Maintenance** - Defined as that maintenance that is scheduled at regular intervals and is intended to prevent equipment breakage, unexpected maintenance problems and to extend the operational life of the equipment and to maximize operational efficiencies.
 - d) **Capital Repair and Replacement** - Defined as those capital maintenance items that should be completed as a reinvestment into the life of a structure and as those improvements designed to safeguard the health and safety of the public and staff. These items are not included in the maintenance budget but are identified and recommended by County personnel for separate funding consideration.
4. **Budgets** - County shall formulate, in consultation with the District, a yearly maintenance budget and revenue projection and a capital repair and

replacement budget for the Premises in conjunction with and subject to the scheduled County budget process, including approval by the Coconino County Board of Supervisors. These budgets shall serve as the accepted and approved maintenance budget and capital repair and replacement budget for the Premises by the County, the District, and the City.

5. **Quarterly Maintenance Payments** - During each fiscal year, on a quarterly basis, the County shall invoice the City, as fiscal agent for the District, for actual completed maintenance work on a reimbursable basis. The City, as fiscal agent for the District, shall pay to the County, out of the Tuba City Public Library budget, the invoiced amount within thirty (30) days of receipt of the invoice. However, in no event, will the County perform maintenance work in excess of the amount budgeted for maintenance, without allocation of additional funding.
6. **Capital Repair and Replacement Budget Payment** - The County shall invoice the City for completed Capital Repair and Replacement work on a reimbursable basis. The City, as administrator of the District's budget, shall pay to the County, out of said budget, the invoiced amount within thirty (30) days of receipt of the invoice. However, in no event, will the County perform capital repair and replacement work in excess of the amount budgeted for maintenance, without allocation of additional funding.
7. **Indemnification** - Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party/parties (as "indemnitee/s") 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 bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee/s, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor/s, its/their officers, officials, agents, employees, or volunteers.
8. **Liability Insurance** - Each Party shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the acts and omissions of the Party's employees or agents.
9. **Workers Compensation Insurance** - Each Party shall comply with statutory requirements for both workers' compensation, employer's liability insurance and unemployment insurance coverage of its own employees during the term of this

Agreement. The worker's compensation insurance of each Party shall be endorsed with a waiver of subrogation for the other Party.

10. Property and Contents Insurance Coverage - County shall provide insurance coverage for the replacement value of the structure and the contents of the Premises.

11. Notices - All notices to be given by one party to the other shall be in writing and sent by registered mail or hand delivered to each as follows:

Coconino County Clerk of the Board
219 East Cherry Avenue
Flagstaff, AZ 86001

City of Flagstaff Economic Vitality Director
211 West Aspen Avenue
Flagstaff, AZ 86001-5399

Coconino County Free Library District County Librarian
300 West Aspen
Flagstaff, AZ 86001

12. Amendment - All amendments to this agreement must be in writing, approved by necessary governing bodies, and signed by duly authorized representatives of all Parties.

13. Term - The term of this agreement shall begin July 29, 2024 and end July 28, 2027, with the option to renew for two additional two-year terms.

14. Termination - This Agreement can be terminated for convenience by any party with 90-days written notice. Parties will be paid for work done up to the date of termination. In addition, this Agreement may be terminated by any of the Parties without penalty or further obligation, in accordance with the provisions of Arizona Revised Statutes § 38-511.

IN WITNESS WHEREOF, the undersigned have executed this Intergovernmental Agreement of the day and year first above written.

COCONINO COUNTY:

By: _____
Chairman of the Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of the Board

Approved as to Form:

By: _____
Deputy County Attorney

FLAGSTAFF CITY/COCONINO COUNTY LIBRARY DISTRICT

By: _____
Chairman of the Board

Date: _____

ATTEST:

By: _____
Clerk of the Board

Approved as to Form:

By: _____
Deputy County Attorney

CITY OF FLAGSTAFF:

By: _____
Mayor

Date: _____

ATTEST:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney's Office