

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE MARICOPA COUNTY LIBRARY DISTRICT AND CITY
OF GOODYEAR FOR THE LIBRARY ASSISTANCE PROGRAM**

Agenda # 1526
(*City of Goodyear*)

The governing bodies of the City of Goodyear (hereinafter "City") and the Maricopa County Library District (hereinafter "Library District") authorize and approve this Intergovernmental Agreement ("Agreement") to be effective on the 1st of July, 2023 for provision of certain library services and reimbursements.

WHEREAS A.R.S. 55 48-3901 and 11-903 allow a City to elect to become a part of, or participate in a county library district, which is a political taxing subdivision of this state for purposes of providing library services to district residents;

WHEREAS the City is a member of the Library District program and wishes to participate in the Library Assistance Program of the Library District;

WHEREAS, pursuant to A.R.S. 5 9-411 et seq., the City has established and provided for a City library and library facilities and services which are owned and funded by the City and its governing body;

WHEREAS, the Library District has established a Library Assistance Program for the benefit of its members in order to expand the availability of Library Services;

WHEREAS, the City and the Library District are authorized to act and enter into this intergovernmental agreement regarding the Library Assistance Program pursuant to A.R.S. 5 11-952; and

WHEREAS the City wishes to have its municipal library participate in and benefit from the Library Assistance Program through library materials assistance, provision of Integrated Library System, materials sharing, access to digital resources, inter-system delivery service and Summer Reading Program resources.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

SECTION I - OBLIGATIONS OF THE CITY

1. **Services Offered.** The City shall provide the following library services to persons who are Non-Residents of that City but entitled to the benefits of the Library District (hereinafter referred to as "Non-Residents" to the same extent and pursuant to the same rules and regulations as the City provides these facilities and services to City residents. "Non Residents" as used in this Agreement means only those persons entitled to Library District benefits, and does not include other non-residents. The services include access to and use of City library facilities, materials and services.

SECTION II - OBLIGATIONS OF THE LIBRARY DISTRICT

1. Library Materials Assistance

- a. Allotment to City. The Library District shall make an allotment to the City based on the percentage of the assessed valuation from the preceding February State Abstract and on the percentage of gross cards issued to Non-Residents of the City that are entitled to the benefits of the Library District. This allotment will be a not to exceed amount at a library materials vendor that is on contract with the Library District. The allotment will be calculated as follows:
 - i. Assessed Value Allocation (40% of Total) — The sum total of primary net assessed value for all participating municipal libraries will be calculated. Then, the percentage for each municipality will be calculated using the aforementioned total. Forty percent (40%) of the total allocated for the Library Assistance Program will be multiplied by each municipal percentage to find the individual assessed value allocation.
 - ii. Cards Issued Allocation (60% of Total) — Each Library will submit to the Library District accounting and documentation as required in Section This will be submitted on or before January 31 of each year, for the CALENDAR YEAR. The submissions will be totaled and the percentage for each participating municipality will be calculated. The Allocation for each library system will be calculated by multiplying their percentage times 60% of the funding available for the Library Assistance Program.

SECTION III - OTHER TERMS AND CONDITIONS

1. Term. This Agreement shall terminate June 30, 2028, unless sooner terminated by the parties hereto and is renewable only upon written amendment executed by both parties.
2. Termination. Either party may terminate this Agreement upon 90 days' notice to the other party.
3. Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the party(ies). If any part of this Agreement is held to be invalid or unenforceable, such holding and any actions taken subsequent thereto shall not require a return or reimbursement, nor affect in any way, the receipt or expenditure by the City, of tax revenues paid or payable as of the date of such holding pursuant to this or any similar Agreement. The provision of this Agreement for payment of funds by the Library District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Library District shall be the sole judge and authority in determining the availability of funds under this Agreement and the Library District shall keep the City fully informed as to the availability of funds for its program.

4. Entire Agreement Supersedes Any Other. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith.
5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and the laws, rules and regulations of the City and the Library District.
6. Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. 5 38-511.
7. E-Verify. The parties verify compliance with the requirements in A.R.S. 5 41-4401 and A.R.S. 5 23-214.
8. Indemnification. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (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 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 are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
9. Records. The Library District will comply with A.R.S. 5 41-151.22 regarding the confidentiality of the user records it receives pursuant to this Agreement.
10. Boycott of Israel. Each party certifies that it is not currently engaged in, and for the duration of this Agreement agrees not to engage in, a boycott of Israel as defined in A.R.S. 5 35-393.
11. Uyghur Forced Labor Each Party warrants and certifies that for the duration of the Agreement that it will not use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If a Party becomes aware during the term of the Agreement that any contractors, subcontractors or suppliers are not in compliance with this paragraph, the Party shall notify the other Party within five business days after becoming aware of the noncompliance. Upon failure of the Party to provide a written certification that the Party has remedied the noncompliance within one hundred eighty (180) days after notifying the other Party of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period. A.R.S. § 35-394

IN WITNESS WHEREOF, the CITY OF GOODYEAR and the MARICOPA COUNTY LIBRARY DISTRICT have executed this Agreement effective on the date first above written.

CITY OF GOODYEAR

MARICOPA COUNTY LIBRARY DISTRICT

By: _____

By: _____

Chairman, Board of Directors

City of Goodyear

Maricopa County Library District

ATTEST:

ATTEST:

By: _____

By: _____

City Clerk

Date

Clerk of the Board

Date

In accordance with A.R.S, Section 11-952, the foregoing Agreement has been reviewed by the undersigned counsel who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

By: _____

By: _____

Attorney

Attorney

City of Goodyear

Maricopa County Library District