

CONTRACT COVER SHEET



For Contract Review - please route Contract through Finance Admin Kelly Gieszler, Ext. # 7844.

A contract number will be assigned when it starts the review process.

NOTE: Contract Numbers will not be issued via email or over the telephone.

Please fill out this form completely or it will be returned to you prior to review, approval, or filing in LaserFiche. If a response is not applicable, please use "N/A" - Do Not Leave Any Blanks.

Date Submitted for Review: _____

Type (check one):

- | | | | |
|---|---|--|-------------------|
| Construction <input type="checkbox"/> | Contract <input type="checkbox"/> | Change Order/Modification <input type="checkbox"/> | #NA Drop Down |
| IGA <input checked="" type="checkbox"/> | Development Agreement <input type="checkbox"/> | Amendment <input type="checkbox"/> | #NA Drop Down |
| Easement <input type="checkbox"/> | Lease/Property Acquisition <input type="checkbox"/> | Other <input type="checkbox"/> | (please specify): |

IDENTIFYING INFORMATION: (Please fill in each field)

Requesting Dept., Contact Name, Ext. #:
 Parks and Recreation
 Diana Camacho Ext 3190
 Contractor Name, Address, Tel. No.:
 Maricopa County Library District
 Attn: Joy Thornburn
 2700 N. Central Ave., Suite 700
 Phoenix, AZ 85004-1140

Assigned Contract Number: CON - 17-3946

Link to: COAC 13-4982, Res 13-1551, COAC 12-4780, Res 12-1476, COAC 08-3781ws, COAC 06-3192, Res 2006-1111, COAC 06-3194

Brief Summary of the Services to be provided:
 IGA for Library Operations
Terms:
 Start: 7/1/17 Expire: 6/30/2022 with additional five year option to conclude on 6/30/2027
 Contract Amount: \$
 Council Date: 5/22/17 COAC # 17-6038 N/A

City Clerk's Office Use - Retention Date: _____

REVIEWED AND APPROVED:

- | | | | |
|--|-------|---------------|-----------------------------|
| <input type="checkbox"/> Procurement: | _____ | Date: _____ | Contracts/Procured Services |
| <input checked="" type="checkbox"/> Legal: | | Date: 4/20/17 | All documents |
| <input type="checkbox"/> City Manager: | _____ | Date: _____ | When required |

CONTRACT REVIEW REQUIREMENTS

PROCUREMENT PROCESS - NOTE: IGAs, Easements, Lease/Property Acquisition and Development Agreements do not require Procurement Review. However, they must still be seen by Legal Services. All Contracts must be reviewed and signed off by Procurement or the City Manager & Legal Services prior to going to Council.

Designate what method you used to arrive at this contract and whether the item is budgeted for:

- Less than \$5000 \$5,000 to \$50,000 - 3 written quotes Cooperative Agreement On-Call /Task Order
- Formal Solicitation, Incl. Solicitation Number: **OP-** _____
- Other - please name (e.g., sole source, demo, etc. & attach RAP (Request for Alternate Procurement) approved by Procurement Manager.

Budgeted: Yes No Requires Council Action: Yes No If yes, Council Date: _____ **Attach COAC**

Additional Funding Source? Federal - Identify: _____ State - Identify: _____

Grant/Other - Identify: _____ *Attach all supporting documentation for funding source.

ADDITIONAL COMMENTS? _____

INSURANCE & BONDS (To be completed by Procurement Specialist)

- | | | | |
|------------------------|-----------------------------------|---------------|-------------|
| Insurance Certificate: | <input type="checkbox"/> Attached | _____ Initial | Date: _____ |
| Bid Bond: | <input type="checkbox"/> Attached | _____ Initial | Date: _____ |
| Performance Bond: | <input type="checkbox"/> Attached | _____ Initial | Date: _____ |
| Payment Bond: | <input type="checkbox"/> Attached | _____ Initial | Date: _____ |

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
MARICOPA COUNTY LIBRARY DISTRICT
AND CITY OF GOODYEAR
FOR
OPERATION OF THE
GOODYEAR BRANCH LIBRARY**

Agenda # _____

This AGREEMENT is entered into, effective this ___ day of _____, 2017, by and between the Maricopa County Library District, a political subdivision of the State of Arizona hereinafter referred to as (“Library District”), and the City of Goodyear, an Arizona municipal corporation hereinafter referred to as (“Goodyear”), collectively referred to in this Agreement as the (“Parties”) and individually referred to as (“Party”).

RECITALS:

WHEREAS, the Parties have the legal capacity to enter into this Intergovernmental Agreement pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-951, et seq., and

WHEREAS, A.R.S. § 48-3901 provides for the establishment of a free county library district within Maricopa County and permits cities and towns within the County to become part of or to participate in the county free library district; and

WHEREAS, Maricopa County Board of Supervisors has created the Library District; and

WHEREAS, Goodyear is a member of the Library District;

WHEREAS, participation by Goodyear with the Library District in this project will provide expanded benefits to residents of Goodyear such as: expanded library services and materials, specialized library programs, and other services which might not otherwise be available; and

WHEREAS, the Library District will benefit from this Agreement by being able to continue to provide library services to Goodyear and Maricopa County residents and by the use of space which is provided by Goodyear.

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

1. GENERAL

1.1 Purpose: The purpose of this Agreement is to provide library services to Maricopa County residents in Goodyear, Arizona in the building space provided by the city (“Facility”), more specifically described as follows and depicted in Attachment A:

1.1.1 Goodyear Branch Library, a 10,000 square-foot building located at 14455 W Van Buren St, C-101 Goodyear, AZ 85338;

1.2 The term of this Agreement shall be for five (5) years, commencing the first day of July, 2017, subject to annual appropriations to fund the Agreement. This Agreement may be renewed by mutual agreement of the Parties for one (1) additional (5) five-year term.

1.3 Promptly after executing this Agreement, each party shall designate, in writing, an authorized representatives. The Representatives shall serve as the points of contact between the Parties for the purpose of enhancing communication, resolving disputes, assisting the public, and otherwise carrying out the purposed of this Agreement. Either party may change the designation of its representative by giving the other party written notice of such change pursuant to Paragraph 5.1, herein.

1.4 The Representatives will meet regularly as mutually agreed to by the Parties.

2. OPERATIONAL OBLIGATIONS OF THE LIBRARY DISTRICT

2.1 The Library District shall be solely responsible for the operation of the Facility and shall operate the Goodyear Branch Library using standards accepted in the industry for operation of similar libraries.

2.2 The Library District shall hire staff and supervise staff for the Facility and such staff shall, at all times, be employees of the Library District and not Goodyear.

2.3 The Library District shall be responsible for the operation of the Facility, payment of all salaries and employee benefits, books and other library materials, services, library equipment repair and maintenance, mileage, training, telecommunications, postage and operating supplies, programming supplies and minor equipment necessary to provide full library services subject to full reimbursement by the City for such expenditures in accordance with the limits of the approved budget developed by the Parties.

2.4 The Library District shall provide centralized acquisitions, cataloging, processing, and graphic arts services.

2.5 The Library District shall provide centralized personnel services, fiscal services, procurement services and any other necessary administrative services.

2.6 The Library District shall provide coordinating and consulting services.

2.7 The Library District shall provide access to all library programs and materials within the Library District’s system.

- 2.8 The Library District shall provide policies, procedures and operations manuals and support networks for the Facility.
- 2.9 The Library District shall supervise all library staff in programming, advanced reference research, online reference searches, and reference collection development.
- 2.10 The Library District shall provide coordinated children's programs and services, which may include summer reading, year-round reading, film programs, book-week programs, storytelling, school visits, crafts, read-aloud programs, performances and special events.
- 2.11 The Library District shall encourage input from citizens and students in the selection of library materials and programs.
- 2.12 The Library District shall notify Goodyear of maintenance required to keep the physical Facility safe for use by the general public and in good physical condition. Notwithstanding the foregoing, Goodyear is primarily responsible for inspection, repair and maintenance of the Facility.
- 2.13 The hours of operation of the Facility shall be reviewed annually and negotiated if necessary with Goodyear.
- 2.14 The Library District shall cooperatively develop a preliminary budget of operating expenditures with Goodyear annually and present such budget to Goodyear by January 1 of each calendar year. The preliminary budget shall be substantially the same as the final approved budget occurring at the end of June of each contract year.
- 2.15 The Library District shall cooperatively develop a capital budget for the Facility with Goodyear, as necessary.
- 2.16 The Library District shall keep accurate records of all operations at the Facility and allow Goodyear to audit or inspect the same upon reasonable notice, including records related to thefts, any loss or damage to Facility or materials, and any customer incidents.
- 2.17 The Library District shall donate or dispose of used library materials purchased for the Facility with Goodyear funds as directed by Goodyear.
- 2.18 The Library District shall offer Goodyear the opportunity to participate in the Library District's Library Materials Assistance Program through a separate agreement.
- 2.19 The Library District shall notify Goodyear concerning any changes to library fines or fees for the Facility.

3. OPERATIONAL OBLIGATIONS OF GOODYEAR

- 3.1 Goodyear shall cooperate with the Library District at all times in good faith in order to facilitate the provision of library services, pursuant to this Agreement.

- 3.2 Goodyear shall, at its own expense, directly or through its contractors, inspect, maintain and repair the Facility in conformance with all applicable laws, ordinances, regulations and codes.
- 3.3 Goodyear shall reimburse the Library District monthly for operating expenses upon presentation of an invoice by the Library District. The reimbursement for operating expenses shall be subject to the limits of the approved budget developed by the Parties.
- 3.4 Goodyear shall cooperatively develop a preliminary budget of operating expenditures with the Library District annually. The preliminary budget will be subject to change and will be replaced with the approval of the Final Budget occurring at the end of June each contract year.
- 3.5 Insure the Facility for all perils and risk coverage on the structure(s) including, but not limited to, fire, wind, burglaries and other causalities. City understands and acknowledges that Library District is self-insured for loss or damage to property and will provide City with a certificate to this effect.
- 3.6 Maintain the structure of the Facility in good repair and shall correct any hazardous conditions existing as the result of any structural defect or unsoundness. The term "structure" as used herein includes walls, roofs, floors, foundations, stairways, exterior sidewalks and all electrical, plumbing, heating and air-condition systems and equipment. It is understood that the Facility is currently in a state of good repair.
- 3.7 Conform to all applicable standards contained in the "Uniform Building Code for Life Safety" (U.B.C.), and also to all provisions and stands in "Arizona Revised Statutes for Handicapped Accessibility" in A.R.S. §§ 9-499.02 and 34-401 through 34-439. This will include, but not be limited to, Handicapped Accommodations such as restrooms, drinking fountains, pedestrian ramps, etc.
- 3.8 City shall also, at its own expense, conform to all Americans with Disabilities Act requirements for Public Accommodations that are "readily achievable unless an undue burden would result."
- 3.9 Routine maintenance shall be the responsibility of City, which shall include: electrical and plumbing repairs, painting the interior walls, replacement of all broken glass of the Facility resulting from all perils including, but not limited to fire, wind, burglaries and other casualties. City shall perform all repair/replacement maintenance of installed building utility systems and maintain all installed floor covering in a state of good repair. Equipment (including water heaters, furnaces, air conditioners and fire extinguishers) of the library shall be maintained by City in a safe operating condition.
- 3.10 Janitorial and landscape services shall be provided and City shall pay cost of said services.

4. TERMINATION OR EXPIRATION

- 4.1 This Agreement shall terminate under the following circumstances:

- 4.1.1. Upon non-appropriation by either party for continued funding of the Agreement with 150 days written notice by either party.
- 4.1.2. Pursuant to A.R.S. §38-511, a party may cancel this Agreement without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of that party is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, pursuant to A.R.S § 38-511 the party cancelling this Agreement may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on its behalf from any other party to the contract arising as the result of the Agreement.
- 4.1.3. For any reason, upon 180 days written notice by either party.
- 4.1.4. By mutual written agreement of the parties on an agreed-upon date.
- 4.1.5. Upon expiration of the Agreement of any extension or renewal thereof.
- 4.2 Upon termination or expiration, all materials and supplies purchased through this IGA and previous IGA's for the operations of the facility will remain the possession of the City of Goodyear provided that all materials and supplies purchased by the County through this IGA and previous IGA's for the operation of the facilities were fully reimbursed by Goodyear.

5. MISCELLANEOUS

- 5.1 Whenever a notice or payment is required or permitted to be given under this Agreement, it shall be given in writing and delivered personally, or delivered by the postal service, certified mail, return receipt requested, to the other party at the address indicated below, or at such other address as may be designated by a party:

If to the Library District:

Maricopa County Library District
2700 N. Central Avenue, Suite 700
Phoenix, AZ 85004
Attn: John Werbach

If to Goodyear:

Parks and Recreation Director
City of Goodyear
14455 W Van Buren, Ste C-103
Goodyear, AZ 85338
Attn: Nathan Torres

- 5.2** This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements of understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement may only be amended in writing by mutual agreement of the parties.
- 5.3** Each Party (as “indemnitor”) will indemnify, defend and hold harmless the other Party and its agents, officials and employees from liability from all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of the negligent performance of this Agreement, but only to the extent that such claims result in vicarious/derivative liability to the indemnitee are cause by the act, omission, negligence, misconduct, or other fault of the indemnitor, it officers , officials, agents, employees, or volunteers.
- 5.5** The Library District’s responsibility, whether by insurance coverage or self-insurance, shall be primary or designated as primary in respect to the acts and omissions of its employees through the provision of its obligations under this Agreement.
- 5.6** Goodyear’s responsibility, whether by insurance coverage or self-insurance, shall be primary or designated as primary in respect to the acts and omissions of its employees through the provision of its obligations under this Agreement.
- 5.7** The continuation of this Agreement beyond the initial fiscal year is dependent on and subject to the appropriation and availability of funding for each Party in each subsequent fiscal year. If sufficient funding is not made available to allow a Party to continue meeting its contractual obligations under this Agreement, that Party shall so notify the other Parties and the notifying Party may cancel, amend, suspend, decrease, or terminate its obligations under, or in connection with, this Agreement and have no further obligation to the other Parties. In the alternative, the Parties may, by mutual written agreement, modify this Agreement to reduce the level of compensation, services or other consideration provided. The Parties shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least thirty (30) days in advance.
- 5.8** This Agreement shall be governed by Arizona law without regard to its conflict of interest provisions.

- 5.9** The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement, since it is the intent of the Parties to have this Agreement enforced to the fullest extent possible.
- 5.10** This Agreement has been approved by the respective governing bodies of the Parties at a duly noticed public meeting.
- 5.11** E-Verify Requirements. The Parties are subject to the requirements and provisions in A.R.S. §§ 23-214 and 41-4401 and Federal Immigration Laws and Regulations and shall verify compliance upon request.
- 5.12** Dispute Resolution. The Authorized Representatives shall meet and attempt to resolve any dispute arising under this Agreement within five business days after notice is given of the nature of the dispute, unless both parties agree to a longer period of time. In the event a dispute arises which cannot be resolved by the Authorized Representatives within a reasonable time, the dispute may be submitted to mediation or non-binding arbitration upon mutual consent of the parties.

(Intentionally left blank, signatures to follow)

IN WITNESS WHEREOF, the CITY OF GOODYEAR and the MARICOPA COUNTY LIBRARY DISTRICT have executed this Agreement effective upon full execution of all of the parties.

CITY OF GOODYEAR:

MARICOPA COUNTY LIBRARY DISTRICT:

By: _____
Mayor

By: _____
Chairman, Board of Directors
Maricopa County Library District

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Clerk of the Board

Date: _____

Date: _____

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: _____
Attorney for the
City of Goodyear

By: _____
Attorney for the Maricopa
County Library District

Date: _____

Date: _____

ATTACHMENT A

1.4.1 The Goodyear Branch Library is a 10,000 square foot building located at 14455 W Van Buren St, C-101 Goodyear, AZ 85338.

