

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 25-1783

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, NAVAJO COUNTY, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PINETOP-LAKESIDE AND THE NAVAJO COUNTY LIBRARY DISTRICT FOR LIBRARY SERVICES; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, A.R.S. § 11-952 authorizes public agencies to enter into intergovernmental agreements for joint or cooperative action; and

WHEREAS, the Town of Pinetop-Lakeside (“Town”) and the Navajo County Library District (“District”) desire to enter into an Intergovernmental Agreement (“IGA”) to continue the Town’s participation as a Member Library within the District; and

WHEREAS, the IGA establishes the responsibilities of each party, including the Town’s commitment to provide library services that are free and open to all Navajo County residents, and the District’s commitment to provide administrative, technological, and programmatic support; and

WHEREAS, the Town Council finds that entering into this Agreement serves the best interests of the Town and its residents by enhancing public access to library resources, programs, and shared services.

NOW THEREFORE BE IT RESOLVED by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, as follows:

Authorization to Enter into an Intergovernmental Agreement

The Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, hereby authorize:

1. The Intergovernmental Agreement (“IGA”) between the Town of Pinetop-Lakeside and the Navajo County Library District is hereby approved for a term of five (5) years. This term will expire on June 30, 2030; and
2. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the Town.
3. The Town Clerk is authorized to attest to the Mayor’s signature and to transmit a copy of the executed Agreement to the appropriate parties.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, this 17th day of July 2025.



TOWN OF PINETOP-LAKESIDE

Stephanie Irwin

Stephanie Irwin
Mayor

ATTEST:



Kristi Salskov
Krysti Salskov, MMC, CPM
Town Clerk

APPROVED AS TO FORM:

William J. Sims
William J. Sims, III
Town Attorney

EXHIBIT A

Intergovernmental Agreement Between
The Navajo County Library District and the Town of Pinetop-Lakeside.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE NAVAJO COUNTY LIBRARY DISTRICT
AND
THE TOWN OF PINETOP-LAKESIDE, AZ**

THIS AGREEMENT is entered into this 17th day of July, 2025 between the NAVAJO COUNTY LIBRARY DISTRICT (hereafter, "District") and the TOWN OF PINETOP-LAKESIDE, a municipal corporation (hereinafter, "TOWN"),

WHEREAS:

- I. Pursuant to A.R.S § 11-952 et. Seq, the parties are authorized to enter into intergovernmental agreements for the purposes of contracting for services, jointly exercising powers common to the parties, and taking joint or cooperative action; and
- II. WHEREAS, the Navajo County Board of Supervisors has established a free library district pursuant to A.R.S. § 48-3901, serves as the Board of Directors of the District, and has established Member Libraries through Navajo County; and
- III. WHEREAS, pursuant to A.R.S. § 11-903, the Town has exercised its right to become a part of the free library district, and currently operates one of the District's Member Libraries within the Town of Pinetop-Lakeside, and
- IV. WHEREAS the purpose of this Agreement is to ensure that all Navajo County residents have full use of the District's services and facilities; and
- V. WHEREAS the District may disburse county library district funds for any legal purpose, except expenditures shall not be made for any major capital improvements.

NOW THEREFORE, the parties to this Agreement agree as follows:

- I. **TERM:** The term of this Agreement shall begin on July 1, 2025, and be for a period of five years, ending on June 30, 2030.
- II. **TERMINATION OF AGREEMENT:** This Agreement may be terminated by either party upon 30 day written notice to the other party. Upon termination, all items purchased with District funds shall be returned to the District within 30 days. This Agreement may also

be terminated in the event of a conflict of interest pursuant to the provisions of A.R.S. § 38-511.

- III. **COLLECTION MATERIALS:** It is understood by both parties that all property purchased or otherwise acquired by the District is and shall remain the property of the Library District; it is further understood that employees of Member Libraries shall remain the sole responsibility of the member library and that all property purchased or otherwise acquired by Member Libraries shall remain the property of the member library. Member Libraries shall be financially responsible for their respective libraries, including budgeting.
- IV. **EQUITABLE ACCESS TO LIBRARIES:** Books and other library resources should be provided for the interest, information and enlightenment of all residents of Navajo County. Materials should not be excluded because of the origin, background, or views of those contributing to their creations.

A person's right to use the library should not be denied or abridged because of origin, sex, background, or views.

Libraries which provide exhibit spaces and meeting rooms for public use should make such facilities available on an equitable basis.
- V. **COMPLIANCE WITH LAWS:** Both parties hereto shall comply with all federal, state, and local laws.
- VI. **MEDIATION:** In the event of a dispute between the parties concerning the rights and obligations of the parties to this Agreement, the parties will attempt to work toward an amicable resolution through mediation prior to bringing an action in Court.
- VII. **CHOICE OF LAW and JURISDICTION:** This Agreement shall be governed by the laws of the State of Arizona, and any disputes hereunder shall be filed in the Superior Court of Navajo County, Arizona or the Federal District Court for the District of Arizona.
- VIII. **MERGER:** This Agreement, together with any attachment(s) hereto, shall constitute the entire Agreement between the parties. No statement, promise, or inducement made by either party, or by an agent of either party, that is not contained in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered, except in writing, signed by the parties hereto.

- IX. NON-DISCRIMINATION:** The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties will not discriminate against any employee, client or any other individual in any way because of the person's age, race, creed, color, religion, sex, disability or national origin. The parties will take affirmative action to insure that any employee, client, or any other individual are treated without regard to their race, age, color, religion, sex, creed, disability or national origin.
- X. ADA:** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act including 28 CFR Parts 35 and 36.
- XI. PRIVACY OF LIBRARY RECORDS:** Pursuant to A.R.S. § 41-151.22, a library or library system supported by public monies may not allow the disclosure of any record or other information that identifies a user of library services as requesting or obtaining specific materials or services or as otherwise using the library. Records may be disclosed, however, under the following circumstances:
- a. If necessary, for the reasonable operation of the library.
 - b. On written consent of the user.
 - c. On receipt of a court order from a court of competent jurisdiction.
 - d. If required by law.
- XII. OBLIGATIONS OF CITIES, TOWNS, TRIBAL GOVERNMENTS AND NON-PROFITS LIBRARIES**
- a. **FREE AND OPEN LIBRARIES:** Member Libraries agree that their library or libraries shall remain open and free for public use by all residents of Navajo County.
 - b. **ANNUAL SUBMISSION OF THE PUBLIC LIBRARY SURVEY:** Member Libraries, other than volunteer libraries, agree to complete their own survey according to the timeline and direction provided by the Arizona State Library, Archives, and Public Records. The District completes the survey for volunteer libraries.
 - c. **SUPPORT RESOURCE SHARING:** Member Libraries agree to follow and support the policies and procedures regarding the resource sharing programs and initiatives of the library district.
 - d. **PARTICIPATION IN ANNUAL TRAINING:** Member Libraries shall participate in annual district-wide training and other training and meetings provided by the District.

- e. **PARTICIPATION IN THE ADVISORY COMMITTEE:** The Town shall provide a representative who will participate in the District's Advisory Committee, which provides recommendations to the District Director and the Board of Supervisors.
- f. **COMMUNICATION WITH DISTRICT DIRECTOR:** Member Libraries will communicate with the Director on important matters such as closures, contact information updates, emergent situations, major program or service changes, updates on long term library goals or strategic initiatives, updates to library policies or procedures that may affect District protocols, updates on significant facility improvements or planned renovations, and safety concerns that may affect other libraries or the District.

XIII. SERVICES TO BE PROVIDED BY THE LIBRARY DISTRICT:

- a. Provide a District Director and the necessary staff and equipment to administer the District effectively.
- b. **NEEDS ASSESSMENT:** District staff will consult individually with the independent community libraries to assess their needs in library services.
- c. **TRAINING:** The District shall provide district-wide training once a year to their Member Libraries. The District will provide other training and meetings as needed.
- d. **ADMINISTRATION OF THE INTEGRATED LIBRARY SYSTEM(ILS):** The District will maintain the ILS and notify the Member Libraries of issues and down time. The District will provide training for the ILS, as needed.
- e. **ADMINISTER RESOURCE SHARING:** The District will develop policies and procedures to guide resource sharing for all Member Libraries and administer these programs and initiatives.
- f. **GRANT FUNDING:** The District will coordinate grant applications on behalf of the District and Member Libraries.
- g. **ERATE COORDINATION:** The District will coordinate ERate assistance for the District and Member Libraries.

- h. **ADVISORY COMMITTEE:** The District will coordinate the administrative needs of the Advisory Committee. The Advisory Committee will act as advisory council on matter impacting county-wide library issues to the Director of the District and the Board of Directors.
- i. **PLANNING:** The District shall provide a three-year technology plan for the District and Member Libraries.
- j. **FINANCIAL SUPPORT:** The District may provide financial and/or in-kind support for volunteer libraries dependent on the fiscal year budget review.
- k. **IT SERVICES:** The District will provide IT consultation services for Member Libraries. Additionally, the District will provide technical support for volunteer and tribal libraries.

IN WITNESS WHEREOF, the parties have entered this Agreement the day and year first written above.

NAVAJO COUNTY

BY _____

DATE _____

ATTEST:

APPROVED AS TO FORM:

TOWN OF PINETOP-LAKESIDE

BY Stephanie Irwin
Stephanie Irwin, Mayor

DATE July 17, 2025

APPROVED AS TO FORM:

William J. Sims
William J. Sims III, Town Attorney



ATTEST:

Kristi Salskov
Kristi Salskov, MMC, CPM, Town Clerk