

**INTERGOVERNMENTAL AGREEMENT FOR THE PROCUREMENT OF  
REFERENCE OR OTHER LIBRARY BOOKS PURSUANT TO A.R.S §15-362(C)  
BY AND BETWEEN THE YAVAPAI COUNTY FREE LIBRARY DISTRICT  
AND PRESCOTT UNIFIED SCHOOL DISTRICT NO. 1**

This Intergovernmental Agreement for the Procurement of Reference or Other Library Books Pursuant to A.R.S. §15-362(C) (hereinafter this “IGA”) is made and entered into effective July 1, 2025, by and between the Yavapai County Free Library District, a special taxing subdivision of the State of Arizona (hereinafter “DISTRICT”), and Prescott Unified School District No. 1, a political subdivision of the State of Arizona (hereinafter “PUSD”). DISTRICT and PUSD may each be referred to individually as a “Party” or “party,” and collectively as the “Parties” or “parties.”

**RECITALS**

**WHEREAS**, DISTRICT is a special taxing subdivision of the State of Arizona established in 1987 for the purpose of providing library services to participating town and city libraries and unincorporated areas of Yavapai County, pursuant to A.R.S. §§48-3901 *et seq.*; and,

**WHEREAS**, DISTRICT is authorized to exercise the powers granted generally to municipal corporations by the constitution and laws of the State of Arizona, pursuant to A.R.S. §48-3902; and,

**WHEREAS**, DISTRICT is a county free library district established and maintained pursuant to A.R.S. §11-901; and,

**WHEREAS**, PUSD is authorized to enter into this IGA with DISTRICT pursuant to A.R.S. §15-342(13); and,

**WHEREAS**, PUSD wishes to join together with DISTRICT for the procurement of reference or other library books from various vendors to obtain better pricing and discounts pursuant to A.R.S. §15-362(C); and,

**WHEREAS**, DISTRICT and PUSD are public agencies of the State of Arizona as defined in A.R.S. §11-951; and,

**WHEREAS**, the Parties are authorized and wish to enter into this IGA for joint or cooperative action pursuant to A.R.S. § 11-952.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the Parties agree as follows:

- 1. Term of IGA.** The initial term of this IGA shall commence on July 1, 2025, and shall terminate on June 30, 2026, unless sooner terminated or further extended pursuant to the provisions of this IGA. Thereafter, this IGA will automatically renew for supplemental one-year terms from July 1 through June 30 for up to a maximum of five (5) one-year terms.

## **2. Termination.**

- a. Termination for Convenience/Without Cause.** The Parties may terminate or cancel this IGA at any time for any reason, with or without just cause, with thirty (30) days written notice to the other party specifying the termination date.
- b. Conflict of Interest.** This IGA is subject to cancellation pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.

## **3. DISTRICT Obligations.**

- a.** DISTRICT agrees to assist PUSD and its schools with the procurement of reference or other library books or the extension services of such library pursuant to A.R.S. § 15-362(C).
- b.** DISTRICT agrees to assist PUSD and its schools in their procurement of reference or other library books at discounts DISTRICT receives from its vendors and contracts.
- c.** DISTRICT shall invoice and collect from PUSD or its schools all sums, including taxes, in advance of the DISTRICT's purchase of any reference or other library books on behalf of PUSD or its schools.
- d.** DISTRICT shall invoice PUSD or its schools any later assessed charges and taxes not collected by DISTRICT in advance of the DISTRICT's purchase of any reference or other library books on behalf of PUSD or its schools.

## **4. PUSD Obligations.**

- a.** PUSD agrees to coordinate with the DISTRICT Director if it chooses to procure reference or other library books or the extension services of such library pursuant to A.R.S. §15-362(C) through DISTRICT contracts utilizing DISTRICT's discounts.
- b.** PUSD agrees to allow its schools to procure reference or other library books or the extension services of such library pursuant to A.R.S. §15-362(C) through DISTRICT vendors and contracts utilizing DISTRICT's discounts.
- c.** PUSD or its schools shall pay DISTRICT all sums, including taxes, due for any reference or other library books DISTRICT procures on behalf of PUSD or its schools through DISTRICT contracts in advance of DISTRICT ordering such reference or other library books. The amount expended to procure reference or other library books or the extension services of such library pursuant to A.R.S. § 15-362(C) shall not exceed two percent (2%) of the total of PUSD's school district budget for the school year during which the services are utilized.

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- d. PUSD is responsible for and shall pay within thirty (30) days of the date of any invoice from DISTRICT all charges and taxes, including any later assessed charges and taxes, for any reference or other library books or the extension services of such library procured by DISTRICT on behalf of PUSD or its schools through DISTRICT contracts.

- 5. **Insurance.** The parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a party upon request.
- 6. **Mutual Indemnification.** To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses to which any Indemnitee may become subject under any theory of liability whatsoever, including reasonable attorney's fees, court costs and the costs of appellate proceedings arising out of actions taken in performance of this IGA (hereinafter collectively referred to as "Claims") to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Indemnitor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree.
- 7. **Property Disposition Clause.** The Parties do not anticipate the joint acquisition of property attributable to the exercise of each Party's duties and obligations pursuant to this IGA. Any property acquired during the term of this IGA shall be returned to the purchasing Party no more than thirty (30) calendar days from the effective date of termination of this IGA.
- 8. **Notices.** All notices under this IGA must be in writing and sent to the appropriate person. Notices will be deemed properly given if sent by certified U.S. mail, postage prepaid, return receipt requested, addressed as follows:

**DISTRICT:**

Yavapai County Free Library District  
Attn: Corey Christians, Director  
1971 Commerce Center Circle, Suite D  
Prescott, AZ 86301

**PUSD:**

Prescott Unified School District  
Attn: Clark Tenney, Superintendent  
300 East Gurley Street  
Prescott, Arizona, 86301

DISTRICT AND PUSD shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party. Notice is effective on the date of actual receipt or three days after the date of mailing, whichever is earlier

- 9. **Relationship of Parties.** Nothing contained in this IGA shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this IGA, be entitled or eligible, by reason of this IGA, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

- 10. Waiver.** No waiver of any default of DISTRICT or PUSD hereunder shall be implied from any omission or refusal to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in such express waiver and that only for the time and to the extent therein stated. One or more waivers by DISTRICT or PUSD of any term of this IGA shall not be construed as a waiver of a subsequent breach or default of the same covenant, term or condition.
- 11. Governing Law.** This IGA shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Arizona.
- 12. Material Change in Law or Regulation.** Any changes in the governing laws, rules, or regulations that do not materially affect the parties' obligations under this IGA will apply but do not require an amendment. In the event of adoption of legislation, regulations, instructions, government actions, government policy directives, government orders, or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this IGA or the relationship among the parties hereto, either party may propose amendments to this IGA to bring this IGA into conformity with such laws, actions, directives, or orders. If the Parties are unable to reach agreement on the renegotiation of this IGA within thirty (30) days of the initiation of negotiations, then either party may terminate this IGA upon written notice to the other party.
- 13. Severability/Unenforceable Provisions.** In the event that any of the provisions of this IGA are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this IGA are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.
- 14. Alternative Dispute Resolution.** In the event of any dispute, the Parties will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. §12-1518, disputes under this IGA shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133.
- 15. Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this IGA.
- 16. Legal Arizona Workers Act Compliance.** The Parties hereby warrant that they will at all times during the term of this this IGA comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach, and the parties shall have the right to terminate this IGA for such a breach, in addition to any other applicable remedies. The parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this IGA to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

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- 17. Non-Discrimination.** The Parties shall comply with Arizona State Executive Order 2009-09 and 2023-01, which mandate that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the contract or subcontract.
- 18. Americans With Disabilities Act.** PUSD shall 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.
- 19. Parol Evidence.** This IGA is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this IGA.
- 20. Entire Agreement.** This IGA contains the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This IGA supersedes and merges all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this IGA must be in writing and signed by all Parties.
- 21. Execution in Counterparts.** This IGA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each of the Parties may sign any number of copies of this IGA. Each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

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**22. Legal Agreement.** This IGA is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this IGA, each person signing this IGA represents and warrants that he or she is duly authorized and has the legal capacity to execute this IGA and understands the meaning of all terms contained herein and agrees to their application and enforceability.

### APPROVALS

**IN WITNESS WHEREOF**, the Parties hereto have caused this “Intergovernmental Agreement for the Procurement of Reference or Other Library Books Pursuant to A.R.S §15-362(C) by and between the Yavapai County Free Library District and Prescott Unified School District No. 1” to be executed by their duly authorized officials in their official capacities with legal authority to do so, and have affixed their signatures to this IGA on the date(s) indicated below.

**DISTRICT:** Yavapai County Free Library District

\_\_\_\_\_  
Mary Mallory, Chair, Board of Directors

Date: \_\_\_\_\_

DETERMINATION OF COUNSEL: Pursuant to A.R.S. Section 11-952(D), the foregoing IGA has been reviewed by the undersigned attorney for DISTRICT, who has determined that this IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to DISTRICT.

\_\_\_\_\_  
Michael E. Cordrey, Deputy Yavapai County Attorney

Date: \_\_\_\_\_

**PUSD:** Prescott Unified School District No. 1

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

DETERMINATION OF COUNSEL: Pursuant to A.R.S. Section 11-952(D), the foregoing IGA has been reviewed by the undersigned attorney for PUSD, who has determined that this IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to PUSD.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Law Firm Name