

**RESOLUTION NO. 2024-05**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COCONINO COUNTY FREE LIBRARY DISTRICT TO SPONSOR THE SEDONA PUBLIC LIBRARY, A NON-PROFIT.**

WHEREAS, the Coconino Free Library District and the Sedona Public Library are funded by a county free library district tax levied by the District and collected on the District's behalf by the County; and

WHEREAS, A.R.S § 11-903 requires an incorporated city or town to become part of the county free library district to be entitled to the benefits of the county free library district; and

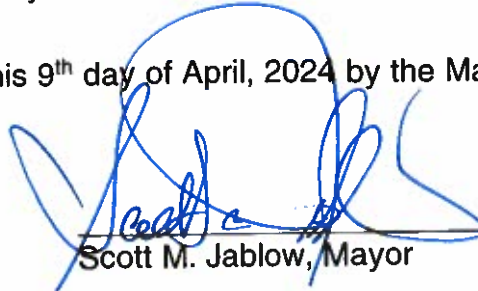
WHEREAS, the Sedona Public Library is a non-profit and not an incorporated city or town; and

WHEREAS, the Coconino County Free Library District requires the City of Sedona to sponsor the Sedona Public Library so they may receive tax receipts from the District; and

WHEREAS, the parties wish to set forth their agreement regarding the allocation of such tax receipts to the Sedona Public Library;

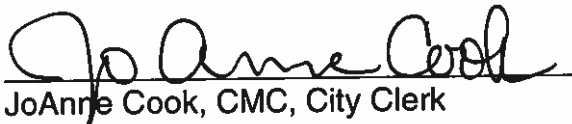
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, that the City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with the Coconino County Free Library District and authorizes the Mayor to execute said agreement on behalf of the City of Sedona, Arizona.

PASSED AND ADOPTED this 9<sup>th</sup> day of April, 2024 by the Mayor and Council of the City of Sedona, Arizona.



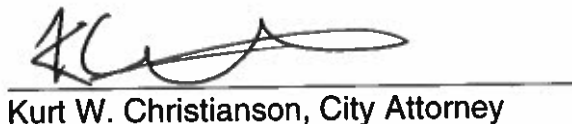
Scott M. Jablow, Mayor

ATTEST:



JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:



Kurt W. Christianson, City Attorney

## INTERGOVERNMENTAL AGREEMENT

### Administration and Funding of Branch and Affiliate Libraries of the Coconino County Free Library District

This Intergovernmental Agreement (IGA) is entered into this 20<sup>th</sup> day of February, 2024, by and among Coconino County (the "County"), a political subdivision of the State of Arizona, with offices at 219 East Cherry Street, Flagstaff, Arizona 86001; the City of Flagstaff ("Flagstaff"), an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001; the City of Williams, an Arizona municipal corporation with offices at 113 South First Street, Williams, Arizona 86046; the City of Page, an Arizona municipal corporation with offices at 697 Vista Avenue, Page, Arizona 86040; the Town of Fredonia, an Arizona municipal corporation with offices at 25 North Main Street, Fredonia, Arizona 86022; the City of Sedona, an Arizona municipal corporation with offices at 102 Roadrunner Drive, Sedona, Arizona 86336; (all of the foregoing collectively referred to as the "Operating Parties"); and the Coconino County Free Library District (the "District"), a county free library district, special taxing district, and political subdivision of the State of Arizona duly formed and existing under the provisions of Title 11, Chapter 7, Article 1, and Title 48, Chapter 24, of the Arizona Revised Statutes, governed by the Coconino Board of Supervisors and acting through the District Board of Directors.

#### RECITALS

- A. Each of the Operating Parties wishes to remain a member of the District and sponsors or operates one or more public libraries funded by the District;
- B. The District and the Operating Parties are funded by a county free library district tax levied by the District and collected on the District's behalf by the County;
- C. The parties wish to set forth their agreement regarding the allocation of such tax receipts and the administration of the Operating Party libraries;
- D. The Operating Parties have most recently been operating under an Intergovernmental Agreement dated January 23, 2018, which expired on its own terms as of June 30, 2023 ("the 2018 IGA"); and
- E. This IGA is modeled after the 2018 IGA, but revisions are included throughout the document.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Operating Parties and District agree as follows:

**1. Definitions**

- 1.1 **Affiliate Library:** Libraries that are members of the District and receive funding through the District, but whose local governments retain responsibility for library staffing, facilities, operations, and maintenance. As set forth in Appendix A, the current Affiliate Libraries are: (1) City of Flagstaff Main Library (Downtown), (2) City of Flagstaff East Branch, (3) Fredonia Public Library, (4) Page Public Library, (5) Sedona Public Library, and (6) Williams Public Library.
- 1.2 **Base Amount:** For purposes of this Agreement, the Base Amount is Four Million, Two Hundred Thirteen Thousand, Six Hundred Forty-Five Dollars (\$4,213,645.00).
- 1.3 **Branch Library:** Libraries that are members of the District and receive funding through the District, but whose staffing and library operations are the responsibility of the City of Flagstaff. As set forth in Appendix A, Branch Libraries are: (1) East Flagstaff Community Library, (2) Coconino County Bookmobile, (3) Coconino County Correctional Facility Library, (4) Forest Lakes Community Library, (5) Tuba City Public Library, and (6) Grand Canyon Community Library.
- 1.4 **Coconino County Library District Board (or "District Board"):** The Coconino County Board of Supervisors serves as the Coconino County Library District Board. The District Board:
- 1.4.1. Governs the Coconino County Free Library District pursuant to A.R.S. § 48-3901 et seq.
  - 1.4.2. May do the following in furtherance of the objectives of the District: (1) Make information, technology, and resources available to every library patron; (2) Provide a place for studying, researching, reading, and learning; (3) Provide educational and informational programs for all age groups; (4) Provide literacy promotion programs for all age groups, with special emphasis on early literacy, school readiness, adult literacy, digital literacy, and workforce development.
  - 1.4.3. May exercise all such other powers provided by law.
- 1.5 **County Librarian:** Per A.R.S. § 11-908, the County Librarian is appointed by Board of Supervisors, and serves at the pleasure of the Board. Eligibility requirement includes the possession of a certification of qualifications issued by the Board of Library Examiners. If the County Librarian is an employee of Flagstaff or another party to this agreement, he or she may perform other job duties in addition to serving as the County Librarian, and will be subject to all personnel rules and regulations of their employing agency, including terms of employment. In the event the Board relieves such employee from serving as County Librarian, this action will not automatically result in termination of employment. The County Librarian:
- 1.5.1. Manages the supervisors, facilities, and operations for the Branch Libraries.

- 1.5.2. Oversees Library District budgets, narratives, reporting, and speaking before the County Budget Team and Coconino County Library District Board.
- 1.5.3. May serve as a non-voting member of the Flagstaff City-Coconino County Public Library Board.
- 1.6 District: The Coconino County Free Library District, a county free library district, special taxing district, and political subdivision of the State of Arizona, duly formed and existing under the provisions of Title 11, Chapter 7, Article 1, and Title 48, Chapter 24, of the Arizona Revised Statutes (A.R.S. § 48-3901 et seq), governed by the Coconino County Board of Supervisors acting as the District Board.
- 1.7 District Libraries: All Affiliate, Branch, Other Libraries, and the Main Library. These libraries may be members of the District or may contract with the District.
- 1.8 Excess or Deficit: These terms refer to the difference between the amount of the Total Library District Tax and the Base Amount.
- 1.9 Facility Maintenance: Maintenance of a facility, including minor repair and daily upkeep of buildings, as set forth more fully in Appendix A.
- 1.10 Flagstaff City-Coconino County Public Library Board: The Flagstaff City-Coconino County Public Library Board (the "Library Board"), whose formation is provided for in a separate Intergovernmental Agreement by and between Coconino County and the City of Flagstaff dated June 28, 2022, is comprised of one (1) Flagstaff City Council Member or designee, four (4) Flagstaff City residents, three (3) members appointed by the Coconino County Board of Supervisors with one (1) appointee being a Coconino County Supervisor or designee, and two (2) being County residents. The City Council Member and County Supervisor are ex officio, non-voting members of the Board. The Library Director may also be a non-voting member. The Library Board:
- 1.10.1. Advises and makes recommendations to the Library Director, the City Manager, the City Council, and the Coconino County Library District Board.
- 1.11 Fund Balance: Any amount of money that was approved for distribution but not spent in the fiscal year in which it was approved. These funds are held in separate accounts. Per State law (A.R.S. § 35-190), all appropriations expire at the end of a fiscal year. Therefore, the allocation and expenditure of such funds require approval by the appropriate Board or Council or their designee(s) prior to being spent.
- 1.12 Growth or Decline: These terms refer to either an increase or decrease in the funding that is available from the tax levy from the previous year.
- 1.13 Library Services: These services include but are not limited to: facilities for reading and study; purchase and maintenance of materials; access to online services and databases, including the internet; reference service, both in person and by telephone; request and interlibrary loan service; community programming; employment support services; and

facility operation and maintenance. Library services are those that are in support of literacy. Any other services are categorized as Other Services. See definition 1.18.

- 1.14 **Main Library:** The Library located in Flagstaff that is the central library.
- 1.15 **Operational Management:** The control of the activities involved in providing Library Services, including but not limited to setting hours of operation, staffing, budget oversight, safety, programming, and collections.
- 1.16 **Other Libraries:** All Libraries that are members of the District, excluding Affiliate and Branch Libraries, including the Coconino County Law Library and the Havasupai Library. The jurisdictions/communities in which Other Libraries are located are responsible for library facilities, operations, and staffing.
- 1.17 **Other Services:** Services offered that are non-traditional library services. These may include: food service and programs such as beading or walking field trips. District funds are to be prioritized for Library Services, as defined in 1.14.
- 1.18 **Ownership:** Statement of legal owner of the building and land. When a lease exists, owner and lessee are identified.
- 1.19 **Total Library District Tax ("total tax"):** For purposes of this Agreement, the Total Library District Tax is the gross amount collected annually from the Library District tax levy.

## **2. Allocation of Total Tax Receipts**

Base Amounts were determined by the original amounts set forth in the Library Tax Allocation Study of 1996 (Appendix B) plus all subsequent Growth/Decline allocations. Amounts were revised to be effective FY2018/FY2019. Adjusted Base Amounts will be reviewed at the time of IGA renewal.

Upon receipt of total tax funds, District will first allocate to Flagstaff the amount of One Hundred Thousand Dollars (\$100,000.00) to provide for District oversight of Branch, Affiliate, and Other Libraries, as set forth in Appendix C. This allocation will be adjusted annually to reflect the percentage of Flagstaff personnel pay increases, through market and merit increases or other pay/benefit increases, at the sole discretion of Flagstaff.

The Base Amount shall then be allocated for Library Services and Other Services (with funds prioritized for Library Services) as follows, and as provided in Section 3.5:

- 2.1 Sixty-Nine Thousand, Eight Hundred Eighteen Dollars (\$69,818.00) to the Town of Fredonia for the Fredonia Public Library; and
- 2.2 Three Hundred Thirty-Six Thousand, Eight Hundred Forty-Six Dollars (\$336,846.00) to the City of Page for the Page Public Library; and

- 2.3 Two million, Two Hundred Twenty-Four Thousand, Two Hundred Seventy-Two Dollars (\$2,224,272.00) to Flagstaff for the Main and Branch Libraries in the City of Flagstaff; and
- 2.4 Seventy-Eight Thousand, One Hundred Eighty-Seven Dollars (\$78,187.00) to Flagstaff for the County Bookmobile; and
- 2.5 Seventy-Two Thousand, Nine Hundred Eighteen Dollars (\$72,918.00) to County for the Coconino County Correctional Facility Library; and
- 2.6 Ninety-Four Thousand, Four Hundred Sixty-Four Dollars (\$94,464.00) to Flagstaff for the Grand Canyon Community Library; and
- 2.7 Two Hundred Nine Thousand, Six Hundred Fifty-Eight Dollars (\$209,658.00) to Flagstaff for the Tuba City Public Library; and
- 2.8 Eighty Thousand, Five Hundred Forty Dollars (\$80,540.00) to Flagstaff for the Forest Lakes Public Library; and
- 2.9 Five Thousand, Three Hundred Sixty-Seven Dollars (\$5,367.00) to Flagstaff for the Havasupai Public Library; and
- 2.10 Three Hundred Eighteen Thousand, Two Hundred One Dollars (\$318,201.00) to Flagstaff to provide information technology support to Branch, Affiliate, and Other Libraries, divided into these portions:
  - a. One Hundred Forty-Six Thousand, Two Hundred Forty Dollars (\$146,240.00) to Automation Replacement; and
  - b. One Hundred Seventy-One Thousand, Nine Hundred Sixty-One Dollars (\$171,961.00) to District IT personnel; and
- 2.11 Three Hundred Ninety-One Thousand, Two Hundred Sixty-Seven Dollars (\$391,267.00) to the Sedona Public Library 501(c)(3) as directed by the City of Sedona for the Sedona Public Library; and
- 2.12 Ninety-Five Thousand, Forty-Seven Dollars (\$95,047.00) to the City of Williams for the Williams Public Library; and
- 2.13 Ninety-Six Thousand, Five Hundred Forty-One Dollars (\$96,541.00) to County for the County Law Library; and
- 2.14 Forty Thousand, Five Hundred Twenty Dollars (\$40,520.00) to Flagstaff for District Shared Digital Services.
3. **Administration of Funds; Amounts Collected Over or Under the Base Amount**

- 3.1 All funds for the Branch Libraries, as set forth in Section 2, shall be administered by Flagstaff; Flagstaff will administer funds for the District as outlined in this IGA; funds for the Affiliate Sedona Public Library shall be administered by Sedona Public Library; funds for the County Law Library shall be administered by the County; and funds for each of the other Affiliate Libraries shall be administered by the incorporated city or town in whose jurisdiction such library situated.
- 3.2 In the event that the District, in any fiscal year during the term of this Agreement, collects less total tax than the Base Amount (Decline), any tax collections shall be allocated first to the District oversight as provided in Section 2, above. Remaining funds will then be allocated to the District libraries at a rate that is proportionate to the Base Amount. The Base Amount shall not drop below \$5,000 for any library.
- 3.3 In the event that the District, in any fiscal year during the term of this Agreement, collects more total tax than the Base Amount (Excess), then such tax collections shall be allocated first as follows:
- a. Oversight funding and Base Amount allocations shall be made as set forth in Section 2;
  - b. Excess tax revenues derived from an increase in Assessed Valuation of property within the District as measured from the 2018 Tax Year through the most recent tax year (AV Growth) shall be forwarded to Flagstaff or Affiliate Libraries to be expended, with the advice of the Coconino County Library District Council for: District-wide automation and growth projects; allocation to libraries based on criteria set forth by the Coconino County Library District Council; and expansion of existing library facilities and services. Criteria for Allocation to Libraries is attached as Appendix D;
  - c. Any excess revenues derived from a District property tax rate increase approved for the current tax year (Rate Growth) shall be forwarded to Flagstaff or Affiliate Libraries to be expended as determined by the District Board, with the advice of the Library Council. Allocations may be made on a District-wide basis, or made for special needs of individual libraries, such as capital improvement or repairs, automation upgrades, or replacement of the Bookmobile. Any party administering the facility for which such special need occurs shall provide sufficient matching funds as determined by the Library Council.
- 3.4 Any funds of the District not expended in any fiscal year shall be held by Flagstaff or by Affiliate Libraries. These funds may be used in subsequent years for the uses described in Section 3.3, provided that the appropriate Board or Council allocates such funds through a budget appropriation. Branch Library base funds that are unused will be held by Flagstaff in a Fund Balance account specific to the branch. All funds disbursed to Affiliate Libraries remain with the Affiliate Library and will be allocated according to the procedures of the municipality or organization under which they operated.

- 3.5 Base funding for Affiliate Libraries shall be dispersed directly to the responsible cities, except the Base funding for the Sedona Public Library shall be disbursed to the Sedona Public Library 501(c)(3). Base funding for the Coconino County Law Library shall be disbursed directly to the County. Base funding for Branch Libraries and the Havasupai Library shall be disbursed to Flagstaff. The District Board shall disburse the base funds allocated as follows: one-half (50%) of each amount allocated shall be distributed by November 30<sup>th</sup> of each fiscal year covered by this Agreement, and the balance of each such allocation no later than the following May 31<sup>st</sup>.
- 3.6 All funds allocated and disbursed under this Agreement shall be used solely for the purposes set forth in this Agreement and as approved by the Board or Council .
- 3.7 The District Board shall provide to all parties a full accounting and reconciliation of collections and disbursements no later than 60 days following the end of each fiscal year.
- 3.8 District tax collections will be reconciled by the District Board following the close of the fiscal year and held by Coconino County Free Library District. These funds will be distributed as set forth in 3.5 above.
- 3.9 In 2024/2025, the Coconino County Free Library District will conduct a new library study to review library operational models and formulas for tax funding allocations. The study will be funded by the District. The scope of work for the study will be drafted by the Library Director in consultation with the District Board and the Parties to this Agreement. The procurement and contract for these services will follow Coconino County procurement procedures. The District Board shall have sole authority to enter into any resulting contract on behalf of the District.
- 4. Effective Date and Term**
- 4.1 The effective date of this Agreement will be July 1, 2023 (the "Effective Date"), regardless of when it is finally approved by all Parties.
- 4.2 The initial term of this Agreement shall commence on the Effective Date and continue in full force and effect until midnight on June 30, 2025, unless sooner terminated as indicated in this Agreement. Upon expiration of this initial term, this Agreement may be renewed by mutual agreement of the Parties for an additional two (2) year period, with the opportunity for additional renewals every two (2) years thereafter, up to a total term of ten (10) consecutive years.
- 4.3 This Agreement may be terminated for conflict of interest pursuant to A.R.S. § 38-511.
- 4.4 Any party may withdraw from this Agreement for convenience by providing at least 90 days written notice to all other parties. Any party who withdraws from the Agreement is no longer entitled to any benefits set forth in the Agreement, but the Agreement shall otherwise remain in full force and effect with respect to the remaining parties.



- 4.5 Upon termination of this Agreement for any reason, any property purchased by a party using funds already paid to it shall remain the property of such party.

**5. Assignment of Library Grants**

In addition to those funds allocated to Flagstaff under Section 2 of this Agreement, the County and the District hereby assign to Flagstaff their rights to library grant funds distributed by the State of Arizona during the term of this Agreement, and agree that Flagstaff may receive such grant funds directly from the State, provided that any and all such grant funds are expended solely for purposes of operation and development of this county-wide free public library service.

**6. Operations and Reporting**

- 6.1 During the term of this Agreement, each of the Operating Parties shall, with respect to all District public libraries sponsored and/or operated by it:
- 6.1.1 Ensure that all such libraries (other than the Coconino County Correctional Library) provide full use of their facilities and services to the general public or to a reasonably acceptable level of services to the general public under the circumstances;
  - 6.1.2 Cooperate in the planning and implementation of cooperative resource-sharing and District-wide automation projects and activities as the District Board shall reasonably request;
  - 6.1.3 Maintain monthly circulation statistics and provide them to the Library Director and to the District Board, as requested;
  - 6.1.4 Complete or assist the District in completing its annual statistical survey for the state Library Extension Service; and
  - 6.1.5 Provide to the District, upon the District Board's reasonable request, a written accounting describing the application of all funds allocated and disbursed under this Agreement.
- 6.2. No later than September 30<sup>th</sup> of each year during the term of this Agreement, Flagstaff shall provide the District Board with an annual summary of expenditures of Flagstaff under this Agreement for the preceding fiscal year.
- 6.3. Flagstaff shall advise Affiliate Libraries as needed, but Affiliate Libraries remain responsible for library Operational Management, providing information technology support (unless otherwise agreed to by Flagstaff), securing a facility for library purposes, and Facility Maintenance. Flagstaff shall be responsible for the Operational Management of Branch Libraries, providing information technology support, and Facility Maintenance. These respective duties are set forth in the Matrix of Library Details, attached as Appendix A.

**7. Indemnification**

Each Operating party shall maintain adequate insurance to cover any liability arising from the acts or omissions of the Party's employees or agents, and adequate insurance to provide Arizona statutory workers' compensation benefits to any of their employees who may be injured in the course of their work.

**8. Notices**

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given in accordance with this Section:

Deputy City Manager  
City of Flagstaff  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

Deputy County Manager  
Coconino County  
219 East Cherry Street  
Flagstaff, Arizona 86001

City of Williams, Mayor  
113 South First Street,  
Williams, Arizona 86046

City of Page, Mayor  
697 Vista Avenue  
Page, Arizona 86040

Town of Fredonia, Mayor  
25 North Main Street  
Fredonia, Arizona 86022,

City of Sedona, Mayor  
102 Roadrunner Drive,  
Sedona, Arizona 86336

Sedona Library Board of Directors Chair  
3250 White Bear Road,  
Sedona, Arizona 86336

**9. Authority to Contract**

Each of the Operating Parties represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement, in accordance with A.R.S. § 11-952.

**10. Prior Agreements, Integration, Modification**

10.1 The Parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except as expressly provided in this Agreement, and that this document constitutes the parties' entire agreement with respect to the matters addressed in the Agreement. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded by this Agreement.

10.2 This Agreement may be modified or amended only by written agreement signed by all parties, and any such modification or amendment will become effective on the date specified in the amendment.

**11. Severability**

In the event that a court of competent jurisdiction holds any part or provision of this Agreement void or of no effect, the remaining provisions of the Agreement shall remain in full force and effect, to the extent that the enforcement of such remaining terms shall continue to reflect substantially the intent of the parties to this Agreement.

**12. Waiver**

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision of this Agreement, nor shall any waiver by any party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach of this Agreement.

**13. Headings**

The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

**14. No Third-Party Beneficiaries**

This Agreement is made solely for the purpose of the parties. There are no intended third-party beneficiaries.

**15. Governing Law**

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

**City of Flagstaff**

\_\_\_\_\_  
By: Becky Daggett, Mayor

Attest:

\_\_\_\_\_  
City Clerk

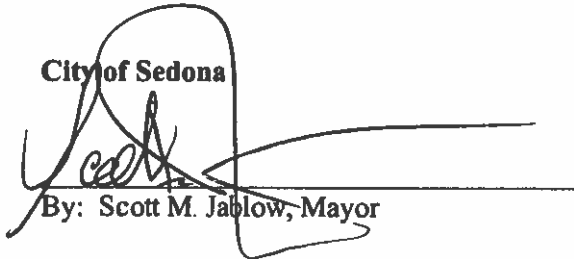
**City of Williams**

\_\_\_\_\_  
By: Don Dent, Mayor

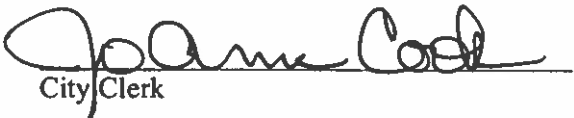
Attest:

\_\_\_\_\_  
City Clerk

**City of Sedona**

  
\_\_\_\_\_  
By: Scott M. Jablow, Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

**Acknowledged and Approved by:  
Sedona Public Library**

\_\_\_\_\_

**Coconino County Free Library  
District and Coconino County**

  
\_\_\_\_\_  
By: Jeronimo Vasquez, Chairman  
Coconino County Board of Supervisors

Attest:

  
\_\_\_\_\_  
County Clerk

**City of Page**

\_\_\_\_\_  
By: Bill Diak, Mayor

Attest:

\_\_\_\_\_  
City Clerk

**Town of Fredonia**

\_\_\_\_\_  
By: Christy Riddle, Mayor

Attest:

\_\_\_\_\_  
Town Clerk

By: Chairman of the Board of Directors

Attest:

\_\_\_\_\_  
Secretary of the corporation

The undersigned counsel have determined that this Agreement is in proper form and within the powers and authority of the respective parties represented under the laws of this state.

Sterling T. Solomon, City Attorney  
Counsel for the City of Flagstaff

Deputy County Attorney  
Counsel for Coconino County and  
Coconino County Free Library District

\_\_\_\_\_  


\_\_\_\_\_  
Counsel for the City of Williams

Joshua Smith, City Attorney  
Counsel for the City of Page

\_\_\_\_\_

\_\_\_\_\_  
Counsel for the Town of Fredonia

Kurt Christianson, City Attorney  
Counsel for the City of Sedona

\_\_\_\_\_  


## APPENDIX A: Matrix of Library Details

There are three library types – Affiliate, Branch, and Other. Each is in a separate section for ease of navigation.

The Inter-Governmental Agreement (IGA) between Coconino County and the City of Flagstaff titled “Administration of Funding of Branch and Affiliate Libraries of the Coconino County Free Library District” covers all branch, affiliate, and other libraries. This IGA is not listed below, as it is not specific to one library, but addresses funding of all the libraries.

**Affiliate Libraries:** Libraries that are members of the District or contract with the District that are within an incorporated town or City. The City of Flagstaff serves only as the fiscal agent for these libraries – all other functions are controlled by each library or city. The exception is that IT services for the Fredonia, Page, and Williams libraries are provided through the Library District.

Library	Building Ownership	Insurance	Facility Maintenance	Supply Ownership	Operational Management	IGAs
Fredonia Public Library	Town of Fredonia	Town of Fredonia	Town of Fredonia	Town of Fredonia	Fredonia Public Library	
Page Public Library	City of Page	City of Page	City of Page	City of Page	Page Public Library	
Sedona Public Library	Sedona Public Library -- 501(c)(3) City of Williams	Sedona Public Library -- 501(c)(3) City of Williams	Sedona Public Library -- 501(c)(3) City of Williams	Sedona Public Library -- 501(c)(3) City of Williams	Sedona Public Library -- 501(c)(3) Williams Public Library	

**Branch Libraries:** Libraries that are members of the District or contract with the District that are within the City of Flagstaff or in the unincorporated portions of Coconino County, and whose employees and library operations are administered through the City of Flagstaff. Branch library staff are City of Flagstaff employees, and adhere to City of Flagstaff personnel policies.

Library	Building Ownership	Insurance	Facility Maintenance	Supply Ownership	Operational Management	IGAs
County Bookmobile	City of Flagstaff	City of Flagstaff	City of Flagstaff	City of Flagstaff	Branch in conjunction with District	

**APPENDIX A: Matrix of Library Details**

<b>Library</b>	<b>Building Ownership</b>	<b>Insurance</b>	<b>Facility Maintenance</b>	<b>Supply Ownership</b>	<b>Operational Management</b>	<b>IGAs</b>
Coconino County Detention Facility Library	Coconino County	Coconino County	Coconino County	District – unless items are specifically purchased by other entities and donation or in-kind contribution is not the intent	Branch in conjunction with District	Flagstaff, Coconino County and Coconino County Jail District for the Joint Use of Law Enforcement Facility. Expires 2048
Flagstaff City-Coconino County Public Library – East Flagstaff Branch	Coconino Community College District (CCCCD)	City of Flagstaff	CCCCD: utilities, snow removal, janitorial, general repair and maintenance  Historically, City of Flagstaff paid for remodeling. (Not part of Facility Maintenance.)	City of Flagstaff	Branch in conjunction with District	Coconino Community College District and City of Flagstaff Lease Agreement. Expires 2024 with 3 four-year options to renew.
Flagstaff City-Coconino County Public Library – Main Branch	City of Flagstaff	City of Flagstaff	City of Flagstaff	City of Flagstaff	Branch in conjunction with District	
Forest Lakes Community Library	Chevelon Butte School District	District: Property damage for library owned property	Chevelon Butte School District  Coconino County to assist with	District – unless items are specifically purchased by other entities and	Branch in conjunction with District	Chevelon Butte School District and Coconino County Library District. Facility Use

**APPENDIX A: Matrix of Library Details**

Library	Building Ownership	Chevelon Butte: building and contents	capital guidance as needed	donation or in-kind contribution is not the intent		Agreement Expires
	<b>Insurance</b>	<b>Facility Maintenance</b>	<b>Supply Ownership</b>	<b>Operational Management</b>	<b>IGAs</b>	
Grand Canyon Community Library	National Park Service	District: Contents only	District: Daily upkeep and minor repairs  NPS: Capital and larger repairs (Not part of Facility Maintenance.)	District – unless items are specifically purchased by other entities and donation or in-kind contribution is not the intent	Branch in conjunction with District	US Department of the Interior: National Park Service Special Use Permit – Expires Dec. 2023. Petition for renewal in progress that will be good for 5 years.
Tuba City Public Library	Navajo Nation	Coconino County: Contents	Coconino County	District – unless items are specifically purchased by other entities and donation or in-kind contribution is not the intent	Branch in conjunction with District	Coconino County, City of Flagstaff, and City-County Library District for the operation, maintenance, and capital improvements on the building.  IGA expires 2024 with 2 five-year options to renew.



## APPENDIX A: Matrix of Library Details

Other Libraries: All Libraries that are members of the District or contract with the District and that are not Affiliate or Branch Libraries, including the Coconino County Law Library and the Havasupai Library. The jurisdictions/communities in which Other Libraries are located are responsible for library facilities, operations and staffing. Base funding for the Coconino County Law Library is disbursed directly to County, while Havasupai library base funding is disbursed to Flagstaff.

Library	Building Ownership	Insurance	Facility Maintenance	Supply Ownership	Operational Management	IGAs	Other
Coconino County Law Library	Coconino County	Coconino County	Coconino County	Coconino County	Coconino County		
Havasupai Public Library	Bureau of Indian Affairs	Bureau of Indian Affairs	N/A – see comment	Bureau of Indian Affairs	Supai Village		Currently no physical library exists – literacy support is provided to the community.

Agreements in existence at time of IGA execution:

1. Coconino County and City of Flagstaff: Flagstaff City-County Public Library Board. Expires 2024, with automatic renewal.
2. Coconino Community College Adult Education and Tuba City Public Library: Adult Education. Expired 2014 with automatic renewals.
3. City of Flagstaff and NAIPTA: Vehicle Wash Use Services Agreement. No expiration date.

# Current District Governance Structure



Library Tax Allocation Study  
for:

Coconino County Public Library District  
219 E. Cherry Ave.  
Flagstaff, Arizona 86001

Final Report

Submitted by:  
Corbus Library Consultants  
November, 1996

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## SUMMARY OF SITE VISITS

April, 1996

Larry Corbus and Pat Losinski of Corbus Library Consultants conducted a series of site visits to Coconino County libraries in March, 1996 during the initial phase of the Library Tax Allocation Study. Meetings were held with staff at the following libraries and/or Coconino County:

- Introduction with Steve Peru, Ava Stone, and Betty Powell
- Flagstaff Public Library
- Sedona Public Library
- Tuba City Public Library
- Page Public Library
- Fredonia Public Library
- Grand Canyon Public Library
- Williams Public Library
- Wrap-up with Steve Peru

The main purpose for conducting these meetings was to provide an opportunity to gain insight of individual libraries needs. We also attempted to understand the perspective of staff or municipal officials who are associated with each respective organization.

While numerous individual initiatives were presented, Corbus Library Consultants were most concerned with documenting the similarities of county libraries. The commonality

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of library needs is what will establish the basis for developing a funding strategy that will address local and county-wide objectives. It will also provide the greatest opportunity for the widest possible acceptance of the eventual proposal for library tax allocation.

Common responses or themes discussed at most member libraries (NOT listed in order of importance or frequency) include:

1. The importance of county support. It should come as no surprise that all county libraries rely heavily on the support of Coconino County funding. It is quite likely that a number of the smaller libraries would cease operation if county funding was eliminated. Every library could use additional funding -- reducing current funding levels is not a politically viable alternative.
2. The varying level of local support. Libraries that we visited had a wide range of local support mechanisms. Some libraries demonstrated an emphasis of capital support over operational costs at the local level, while others exhibited opposite funding priorities. Local commitment also varied depending upon the existence or non-existence of local government entities to assist with funding support. "In-kind" (non-cash) support such as local volunteerism also varied among county libraries.
3. The overlap of service areas. The unrestrictive philosophy of all libraries we visited, and the transitory practices of county residents, makes it difficult to define service boundaries. We commonly heard claims of service provision to "non-residents" outside a library's primary service area. More than one library occasionally identified the same non-residents as regular users of their library. Usage also occurs from other county and/or state residents at various libraries.

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Such library usage should be viewed as a positive and a benefit to county residents rather than a drawback to service definition. The Flagstaff Public Library is the only library that tracks usage of county residents.

4. The lack of standardized measurement data. Coconino County libraries measure their service activity in slightly different manners. For example, some libraries issue family library cards instead of individual cards. Together with the overlap of recognized service areas, this factor makes formula codification more difficult. An attempt should be made to standardize data relevant to future allocation strategies.
5. The satisfaction with the assistance of Flagstaff Public Library staff. Each of the smaller libraries we visited in the county were very complimentary of the support provided by the Flagstaff Public Library. It obviously serves as the resource library for the entire county.
6. The need for planning financial support for future library development. All libraries recognized the inherent challenge that growth brings to the existing county libraries. Further complications would occur if a new library was formed in the county.
7. The opportunity of technology. Even with modest funding levels, most libraries are committed to library automation. The rapid developments of the Internet provide opportunities that were inconceivable just a few years ago. There is widespread willingness and enthusiasm for embracing additional technological initiatives. Training and support (hardware and software) are priorities for each county library. Automation and the Coconino County Library District (Toni Kaus, November 1995) provides a blueprint for discussion and implementation of

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shared technology initiatives. County funding of libraries should promote, encourage, and facilitate even greater resource sharing and access to the Internet.

8. The support for county-wide objectives. All member library staff demonstrated a genuine willingness to participate in the creation and achievement of library-wide objectives. The cooperative spirit of member libraries is a strength that should enhance the chance for acceptance of a county-wide funding formula.



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## OUTLINE OF POSSIBLE FORMULA SCENARIOS

### INTRODUCTION

The purpose of this outline is to stimulate discussion among the librarians and other participants engaged in a review of funding formula alternatives for the Coconino County Public Library District. The ideas expressed below are not the only alternatives available for discussion. Participants are encouraged to challenge the rationale and to suggest additional factors and methods for discussion.

As reported in the Summary of Site Visits report, an enviable level of cooperation, support, and respect already exists between county libraries. Corbus Library Consultants wishes to preserve and strengthen this level of trust by developing an equitable funding formula that meets the future needs of the Coconino County Public Library District. Corbus Library Consultants will strive to develop a formula that is:

- Comprehensive - inclusive of all factors that promote excellent library service that have a significant impact on library costs;
- Equitable - rewards similar activities in a similar fashion;
- Promotes Balance - preserves excellence where it already exists and supports improvements in underserved areas;
- Simple - sufficiently straightforward and easily understood by all participants.

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## OBSERVATIONS AND ASSUMPTIONS

1. The Flagstaff Public Library is a unique and valuable asset to the Coconino County libraries. A strong argument can be made for promoting and preserving "set-aside" funds for the Flagstaff Public Library's provision of reference, administration, consultation, grant assistance and overall support to member libraries.
2. Through an Inter-Governmental Agreement (IGA) with Coconino County, the Flagstaff Public Library acts as the "pass-through" fiscal agent for several county library services including the: County Jail Library, County Bookmobile, Supai Public Library, Tuba City Public Library, and the Forest Lakes Public Library. Preliminary investigation of this relationship/agreement suggests that no additional compensation is granted to Flagstaff Public Library for providing this administrative function. This factor further promotes the argument for set-aside provisions to the Flagstaff Public Library. However, these "pass-through" funds should be designated (particularly for the distinct communities) to each entity in that event that future library development and growth make it possible for a self-sustaining library.
3. Some of the traditional components of a library funding formula are difficult to measure in Coconino County. These components can be placed in three categories: Service Obligation, Library Provision, Community Response.

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- 3.1. **Service Obligations:**
  - 3.1.1. **Population of service area - presently discernible from Flagstaff.**  
Other areas are not as readily defined as the city of Flagstaff.
  - 3.1.2. **Geographical area - there are no agreed-upon service boundaries for county libraries which contributes to the unavailability of population statistics.**
  
- 3.2. **Library Provision (inputs):**
  - 3.2.1. **Number of buildings or bookmobiles (available)**
  - 3.2.2. **Square feet of usable space (obtainable)**
  - 3.2.3. **Hours of service (available)**
  - 3.2.4. **Staffing levels (calculable)**
  - 3.2.5. **Local expenditure (available)**
  
- 3.3. **Community Response:**
  - 3.3.1. **Circulation - not measured in the same manner by all libraries.**
  - 3.3.2. **Reference transactions - not available from all libraries.**
  - 3.3.3. **Registered borrowers - measured differently by member libraries (individual vs. family cards).**
  
4. **Regardless of the criteria used to ultimately determine an equitable funding formula for the Coconino County Public Library District, member libraries should establish an objective for standardizing the collection of data to be used for future formula amendments.**

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5. **Coconino County Libraries are generally satisfied with the current level of county funding. Although few exceptions exist, this factor may foster consensus for accepting current funding levels as the "base." Future funding allocations could be determined by a formula that accepts the 1995/96 funding level as the percentage base for each member library.**
  
6. **Coconino County Libraries must recognize the responsibility for working collectively to achieve county-wide library objectives. Such recognition may already exist via the development of the Coconino County Library District Goals and Objectives (February, 1995). The acceptance of county funding for local library support should include the commitment and responsibility for county-wide library development.**
  
7. **Future library development must be included in any funding formula discussion. The probability of another community library in the county is not entirely remote. If an additional library was formed, county level funding could result in diminished support to current member libraries.**
  
8. **While local support of libraries should be encouraged by the county, the county may not be able to assume greater financial support to local libraries. For ✓ example, capital improvements that result in increased operational costs may not be offset by a corresponding county increase unless there is support for reducing base percentages to other county libraries.**

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## Funding Formula Scenarios

1. Accept current distribution as the base percentage for all libraries in future years (incremental growth).
  - 1.1. New tax funds to be used for :
    - 1.1.1. county-wide objectives (i.e., automation and training)
    - 1.1.2. individually approved library growth (as approved by the county)
    - 1.1.3. one-time special needs fund (as approved by the county)
  
2. Accept current distribution in base dollars for all libraries in future years.
  - 2.1. New tax funds to be used for :
    - 2.1.1. county-wide objectives (i.e., automation and training)
    - 2.1.2. individually approved library growth (as approved by the county)
    - 2.1.3. incremental growth
  
3. Individual library service boundaries are determined across all of Coconino County.
  - 3.1. population figures are obtained and per-capita support levels are implemented.
  - 3.2. New tax funds to be used for
    - 3.2.1. county-wide objectives (i.e., automation and training)
    - 3.2.2. individually approved library growth (as approved by the county)
    - 3.2.3. incremental growth
  
4. Individual library service boundaries are determined across all of Coconino County.
  - 4.1. county property tax levy collections from the defined service boundaries are returned to the individual libraries
  - 4.2. New tax funds to be used for
    - 4.2.1. county-wide objectives (i.e., automation and training)
    - 4.2.2. individually approved library growth (as approved by the county)
    - 4.2.3. incremental growth

\*\*\* All formulas could include a set-aside component for funding Flagstaff Public Library services extended to the entire county.

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## RECOMMENDATION FOR FUNDING ALLOCATION

Corbus Library Consultants met with representatives from the Coconino County libraries on May 9, 1996 to review the funding alternatives outlined on page 9. Additional discussions were held with County officials throughout the summer of 1996. Following lengthy deliberations, the proposed alternative to distribute Coconino tax dollars is:

1. **Accept current distribution dollar amounts as the base allocation for all libraries in future years.**

- 1.1 **New tax funds to be used for:**

- 1.1.1. **county-wide objectives (i.e., automation and training)**
- 1.1.2. **individually approved library growth (as approved by the county)**
- 1.1.3. **one-time special needs fund (as approved by the county)**

- 1.1 **Before examining the methodology for allocating funds based upon this formula, it is important to understand the theory for establishing the concept of a "base allocation" for member libraries. County library funds are distributed within Coconino County to provide a base level of support that is county-wide. These funds promote the following:**

- a) **Operation of existing libraries - the current level of funding has historical and political precedence. Without the current level of support, smaller county libraries might cease to operate and the Flagstaff Public Library would not be able to provide adequate resource assistance.**
- b) **Access and equity - all residents of the county are able to utilize services at any of the libraries located within the county.**

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- c) **Sharing and cooperation** - member libraries work cooperatively to meet the needs of county residents. The base allocation also encourages member libraries to keep working together for the collective good of all residents.
- d) **Economy of scale** - the county is able to exercise some influence over the creation of future libraries by providing benchmark requirements of local support before additional county funding will be committed. The county also preserves and encourages local support of existing libraries.
- e) **Utilization of established government entities** - there is no need to form an additional level of bureaucracy since existing libraries are able to provide service.
- f) **A resource library** - the Flagstaff Public Library is the only county library capable of performing this function in the county. A strong resource library is beneficial to all residents of the county.

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The base allocation for Coconino County Public Libraries will be the allocation used during 1995/96. The allocation amounts and corresponding percentages are as follows:

LIBRARY	1995/96 Allocation	% of Total
Sedona	\$70,000	6.2%
Page	\$77,078	6.9%
Fredonia	\$10,913	1.0%
Williams	\$22,528	2.0%
Grand Canyon	\$22,802	2.0%
Forest Lakes	\$15,675	1.4%
Flagstaff	\$785,389	70.0%
Tuba City	\$45,503	4.1%
Supai	\$2,500	0.2%
Jail Library	\$17,500	1.6%
Bookmobile	\$23,550	2.1%
Law Library	\$29,000	2.6%
<b>TOTAL</b>	<b>\$1,122,218</b>	<b>100.0%</b>

Future year allocations will be incremental based upon the dollar amounts listed in the above spreadsheet. Key elements of the base allocation agreement include the following:

1. The base allocation supersedes all previous agreements between Coconino County and all county libraries.
2. Each library must be either be chartered via a political subdivision or have non-profit corporation status. Libraries without either designation will be a branch of the Flagstaff Public Library.



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3. Funds allocated to Flagstaff branch libraries are earmarked for each respective community. Should a branch library obtain chartering or non-profit corporation status, the county allocation will be made directly to the library. Such libraries will also be required to have local library board representation.
4. Each library will enter into an Inter-Governmental Agreement (IGA) with Coconino County. The IGA will include funding commitments, audit responsibilities, service provision to all county residents, and a pledge to standardize statistical measurements.
5. Coconino County funds will not be counted as "local" contributions for any member libraries in the county.
6. New tax funds are those moneys in excess of the base dollar amounts received by each library in 1995/96. Allocations of new tax funds will not be used to change the amount of the base allocations in subsequent years.
7. The base allocation will be in place for five years. It will be reviewed during the fifth fiscal year of allocation by Coconino County.

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Corbus Library Consultants recommends that Coconino County attempt to provide a level of financial support above the base percentage allocated to each member library. This influx of funds could be used to strengthen all county libraries through the establishment of county-wide objectives. This additional funding could also address new growth and one-time needs for individual member libraries. Corbus Library Consultants recommends that approximately \$125,000 be established for county-wide objectives (mainly automation related) and one-time special needs. New growth issues are a lower priority for the upcoming fiscal year.

**1.1.1** The attainment of county-wide objectives would result in better individual libraries and overall improvement of county-wide library service to all residents. Possible development areas include but are not limited to:

- Automation upgrades
- County-wide automation system
- Internet access
- Automation training for staff
- Automation support for existing hardware and software
- Shared database and/or CD-ROM access
- Centralized processing
- Centralized cataloging
- County-wide reference service
- Promotion (newsletter)
- Delivery service
- Staff classification and compensation study

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**1.1.2. Individually approved library growth would be limited to the creation of new libraries, expansion of existing library buildings, or increased services provided by member libraries.**

- a) New libraries would only be eligible for county funding if they were chartered within an existing political subdivision (i.e., incorporated area) or as a non-profit corporation as recognized by the Internal Revenue Service. In addition, 50% of the proposed library's operating funds must originate from local sources (tax revenue, endowments, grants, etc.). Unanimous approval from the Coconino Library Council (see below) would be a prerequisite for consideration by the board of supervisors.**
  
- b) Expansion of existing library buildings would require a minimum expansion of 25% over the existing size of the library. To be eligible for additional county funds, libraries contemplating expansion must present plans to the Coconino Library Council for approval prior to requesting funds from the board of supervisors. At least 50% of the capital costs AND 50% of the operating costs must be funded from local sources (taxes, endowments, grants, etc.)**
  
- c) Increased service provisions would be measured by population increases (that translate into increases in the number of library card holders) and/or circulation increases. To be eligible for additional county funds, 50% of the local operating costs must be funded from local sources (may include in-kind contributions such as building maintenance, volunteers, utilities, etc.). All member libraries should use fiscal year 1996/97 to establish uniform standards for issuing library cards and collecting circulation statistics. The Coconino Library Council will establish the standards for the collection of this data.**

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**1.1.3. County-wide or individual library requests could be funded through a one-time special needs fund. Possible funding examples include:**

- a) capital improvements**
- b) major repairs**
- c) automation upgrades**
- d) replacement of the bookmobile**

**A Coconino County Library Council would oversee the development of county-wide objectives and make recommendations to the supervisors regarding the funding of new growth and one-time special needs. This council would include one member (library director) from each of the libraries organized under a political subdivision or as a non-profit corporation (Williams, Sedona, Page, Grand Canyon, Fredonia, and Flagstaff). The council would provide an advisory function subject to financial approval by the county supervisors. All recommendations to the board of supervisors would require approval by 3/4 of the Coconino Library Council.**

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## **Appendix C: District Library Duties**

Identified in the funding allocations is an annual allocation to support District Library Oversight. While these duties might be performed by different personnel, the following is a near complete listing of duties associated with oversight of the City/County Free Library District.

- **Serve as chair of County Library District Council**
- **Manage AZ State Library requests and expectations, including reports, meetings, etc.**
- **Prepare and present budget and reports to City Council and County Board of Supervisors**
- **Monitor IGA and process renewals**
- **Provide direct supervision for Branch Supervisors**
- **Conduct site visits at each library**
- **Approve programming for branch libraries**
- **Communicate with branches, affiliates, and others regarding needs and expectations**
- **Develop budgets for main and branch libraries**
- **Administer and monitor main and branch budgets**
- **Provide budget assistance and input to affiliate and other libraries as requested.**
- **Make business decisions to best serve library district**
- **Work with partners to ensure that maintenance needs are met at all libraries**
- **Research funding opportunities, write grants, administer grants**
- **Communicate with branches and affiliates regarding budget**
- **Support the Library Board and the Library Council**
- **Train main and branch staff on City personnel policies**
- **Be knowledgeable on applicable City and County administrative policies**
- **Other duties as needed to support a fully functioning library district**

## **Appendix D: Criteria for Allocation of Growth Funds**

In the event that the District shall, in any fiscal year during the term of this Agreement, calculate more or less total tax revenue based on the growth or decline of assessed valuation multiplied by the current Library District Tax rate than the Base Amount (plus or minus prior years' Growth/Decline), these are referred to as Growth/Decline Funds. This amount shall be forwarded to Flagstaff to be expended per section 3.3 of the IGA.

Based upon precedence and the Corbus Tax Allocation report, the suggested approach for allocation of Growth/Decline funds is as follows:

To determine how to fairly split the Library District funds, the following annual usage statistics are collected for each library:

- **Materials circulated:** The number of items checked out. This does not include e-materials.
- **Reference questions:** The number of questions staff receives beyond directional questions, as defined by the AZ State Library. These might be email, phone, or in-person inquiries.
- **Door Count:** The number of patrons that enter the building.
- **Patron Count:** The number of library card holders. Note: inactive card holders are purged at least every 3 years according to AZ State Library guidelines.
- **Programs:** The number of programs that are offered by the library. This number reflects each time a program is held, as required by the AZ State Library. For example, if a Toddler Storytime is held each Monday for eight weeks, the tally for programs would be eight (8).
- **Computer Use:** The number of times that Public Access Computers are used.

Statistics are for the most recent full fiscal year that is available. Each statistic is added together, then totaled to get a percentage that each Library is used in comparison to the other County Libraries for that category. The categories are not weighted, and each number has the same value. This percentages for all six categories are then added together and divided by 600 to get an overall percent for each library. This overall percentage is then applied to the methodology below.

The methodology for disbursement of funds is as follows:

1. 10% of the total amount available is allocated to IT for District-wide needs.
2. 1% of the total amount available is allocated to each Library, including affiliate, branch, and other.
3. The remaining percentage is split according to the % of usage stats as explained above.

Of Note:

1. **Havasupai Library:** As there is no physical library, this facility does not collect stats, and is ineligible for growth/decline funding at this time. Should the library become functional and open to the public, statistics would be collected, and funds dispersed per the criteria above.
2. **Sedona Public Library:** 20% of the total stats are used for disbursement of growth/decline funds. This is because the library serves only 20% of patrons who reside in Coconino County, and 80% who reside in Yavapai County.
3. **East Flagstaff Library** does not receive the 1%, as a single 1% allocation is allocated to Flagstaff for Main, East Flagstaff, and Palsmobile.

Prior to June 30 of every fiscal year, the City of Flagstaff will provide to Coconino County the allocation of the Base plus or minus the Growth/Decline funds to use as the basis for the semi-annual allocation of Library District tax.