YAVAPAI COUNTY FREE LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT

This agreement is entered into between the **YAVAPAI COUNTY FREE LIBRARY DISTRICT**, hereinafter referred to as the "District," and the **Town of Prescott Valley**, hereinafter referred to as the "Town," and shall be for a period commencing July 1, 2010 to June 30, 2011.

WHEREAS, the Yavapai County Board of Supervisors has established a County Library District, pursuant to A.R.S. 48-3901, on June 1, 1987; and

WHEREAS, the District has an agreement with the Department of Library, Archives and Public Records of the State of Arizona, hereinafter referred to as the "State Library," to provide library services within Yavapai County and the State of Arizona; and

WHEREAS, the District and the Town recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the Town has taken action and officially notified the District that it desires to be a part of the District, and therefore is entitled to the benefits of the District; and

WHEREAS, the Town operates and maintains a library and the District desires to contract with the Town for library services for the benefit of the citizens of the District; and

NOW THEREFORE, IT IS AGREED by and between the District and the Town as follows:

1. Equal access and use of the library facilities and services shall be made available to all citizens of the County.

2. The Town and the District shall cooperate in planning and implementing resource sharing activities acceptable to the District and the Town.

3. All library materials purchased with District funds are the property of the Town.

4. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Town remain the sole responsibility of the Town.

5. Except as expressly specified in this agreement, the District shall save, hold harmless and indemnify the Town and the Town's officials, employees and agents against all expenses, liabilities and claims of every kind arising from any intentional or negligent act or omission by the District or the District's officials, employees and agents.

6. Except as expressly specified in this agreement, the Town shall save, hold harmless and indemnify the District and the District officials, employees and agents against all expenses, liabilities and claims of every kind arising from any intentional or negligent act or omission by the Town or the Town's officials, employees and agents.

7. The Town agrees to the following conditions:

   A. Required monthly statistics are maintained and submitted to the District within five **(5)** calendar days of the month's end.

   B. The annual Arizona Public Library Data Report is submitted to the District as required by the State Library.

   C. District funds are used specifically and solely for library materials, services and operating expenses. District funds may not be accumulated from year to year. An annual written accounting shall be made to the District describing the manner and use of District funds as required by the District.

   D. The Town is responsible for all terms and conditions of this agreement. District funds may not be transferred to any other agency without prior written agreement with the District.

   E. Resource sharing is supported by participating in interlibrary loan services as a borrower and lender of library materials.

8. The District will provide the following benefits and support services to the library:

   A. Professional assistance and consultation services.

   B. Continuing education opportunities for staff and volunteers.

   C. Coordination of county-wide library services.

9. The Town and the District acknowledge that the services to be performed by the Town have a value to the District and to the Town. In consideration of that value, the District agrees to provide financial resources for the operation of the Prescott Valley Public Library as follows:

   - To pay the Town the amount of **$257,397.00** in two (2) equal installments of **$128,698.50** (November and May): **$194,035.00** for library services, **$53,000.00** for library materials and **$10,362.00** for minor equipment.

10. This agreement may be renewed from year to year by mutual agreement of the parties and stipulation as to the consideration to be paid as between the parties.

11. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.

12. Pursuant to A.R.S. Section 38-511, the Town may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the Town 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 a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, the Town further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the Town from any other party to the agreement arising as a result of this agreement.

13. The parties shall comply with Executive Order #99-4 (dated January 29, 1998) concerning non-discrimination in employment.

14. The parties agree that it is their intention that this Agreement be effective on and from July 1, 2010, even if the date varies from the dates of actual signature.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials on the aforementioned date.

TOWN OF PRESCOTT VALLEY

Mayor

ATTEST:

Town Clerk

9-29-10
Date

YAVAPAI COUNTY FREE LIBRARY DISTRICT

Chairman, Board of Directors

ATTEST:

Clerk of the Board

Date

Pursuant to A.R.S. Section 11-952(B)&(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to the Town.

Town Attorney

Pursuant to A.R.S. Section 11-952(B)&(D), the foregoing agreement has been reviewed by the undersigned attorney for the Yavapai County Free Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Yavapai County.

Deputy County Attorney