

Town of Jerome

Town of Jerome

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, AFFILIATE has requested affiliate status with the DISTRICT and pursuant to the powers granted to DISTRICT in accordance with A.R.S. §48-3902, and/or AFFILIATE previously applied for and received affiliate status with the DISTRICT pursuant to A.R.S. §11-903, and is therefore eligible to receive support from DISTRICT; and DISTRICT desires to provide library support services and enter into Agreement with AFFILIATE to provide those library support services as set forth herein, as those service are of value to the residents of Yavapai County; and

WHEREAS, DISTRICT acknowledges that the services to be performed by the AFFILIATE have a value to the residents of Yavapai County and that if AFFILIATE did not perform library services for its community, then DISTRICT may have to bear the costs of providing library services to residents benefitting from the AFFILIATE.

WHEREAS, the Parties have determined that it is in their mutual interest to enter into an agreement whereby DISTRICT shall provide support and other library services (collectively referred to as “library support services”) to AFFILIATE, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to become legally bound, agree as follows:

1. **Term of Agreement.** The initial term of this Agreement shall commence on July 1, 2025, and shall continue through June 30, 2026.

2. **Termination.**

2.1. **Termination for Convenience/Without Cause.** Either Party may terminate or cancel this Agreement at any time for any reason, with or without just cause, with ninety (90) days written notice to the other Party specifying the termination date.

2.2. **Termination for Breach.** In the event of a breach of any term or condition of this Agreement by any Party, the Party claiming a breach shall provide written notice to the Party for which a breach is alleged, with said notice setting forth the factual basis for the determination that a breach has occurred. If the alleged breach is not remedied within fifteen (15) days of receipt of the notice by the Party for which a breach is alleged, this Agreement may terminate, at the option of the Party alleging a breach.

2.3. **Residual Obligations.** Unless otherwise expressly agreed by the Parties, all obligations of the Parties, including payment of charges and fees, for the fiscal year during which termination is effective shall remain in full force and effect and binding on the respective Parties. AFFILIATE agrees to forfeit any right, title, or interest in tangible or intangible monies, materials, equipment, or property contributed or allocated to the DISTRICT if AFFILIATE terminates this Agreement or is no longer a participant in the Yavapai Library Network (YLN).

2.4. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.

3. **Duties and Obligations for Library Support Services.**

3.1. AFFILIATE shall provide equal access to use all of AFFILIATE's facilities and services, including core services such as borrowing privileges and computer use, if available, free of charge, to all the residents of Yavapai County.

3.2. DISTRICT and AFFILIATE shall cooperate in planning and implementing resource sharing activities acceptable to DISTRICT and AFFILIATE. Shared resources shall be free to Yavapai County residents, except if there are inter-library loans or materials sent to/from a library that is not a participant in the YLN. If the borrowing/lending library is not a participant of the YLN, then postage recovery costs for library materials may be passed on to the user, up to a maximum total cost of \$6.00 per item or transaction.

3.3. AFFILIATE may be eligible for a distribution of funds from DISTRICT according to the formula as set forth in "AFFILIATE CONTRIBUTION FORMULA" attached hereto as Exhibit C.

3.4. The Parties recognize and acknowledge that DISTRICT is a governmental entity, and that, if applicable, AFFILIATE is a governmental entity. The Parties recognize that the

availability or unavailability of public funding, or changes in the allocation of said public funding, may cause one or both Parties to this Agreement to encounter difficulty fulfilling the anticipated duties and obligations of the Parties set forth under this Agreement. In the event public funds are not appropriated for the performance of either Party's obligations under this Agreement, then the Party who is subject to the reduced or non-appropriated funding shall notify the other Party in writing of any such non-allocation of funds or reduction in funding allocation at the earliest possible date. In such an instance, the Parties agree to discuss in good faith the possibility of temporary reduction in scope of this Agreement. If no mutually agreeable resolution of the matter of temporary reduction in scope can be reached by the Parties, the Parties shall terminate this Agreement pursuant to Section 2.1 herein (either Party may initiate said Termination), with residual obligations handled pursuant to Section 2.3 herein. If the Parties are able to reach mutually agreeable resolution of the matter of temporary reduction in scope, then the specific terms of the reduction in scope, other relevant and related terms, and the time period of reduction in scope must be set forth as an Addendum to this Agreement, in writing and signed by both Parties, in order to be valid.

- 3.5. AFFILIATE agrees and acknowledges that DISTRICT, in its sole discretion, may or may not allocate funds for a contribution, and although there may be distribution or disbursement / contribution of funds from DISTRICT TO AFFILIATE that may occur during the term of this agreement, there is no obligation for DISTRICT to distribute or disburse / contribute any funds to AFFILIATE at any time.
- 3.6. AFFILIATE shall complete the Yavapai County Free Library District Affiliate Contribution Request Form which is attached as Exhibit B before **May 16th, 2025**. AFFILIATE will only be eligible to receive funds if the YCFLD Affiliate Request form is completed and received by **May 16th, 2025**. AFFILIATE may be asked to present their proposal to the Board of Directors of the Library District at a public meeting. DISTRICT reserves the right to request and require additional information or explanation and/or clarification of information contained in the Affiliate Contribution Request Form and the AFFILIATE'S responses thereto, and AFFILIATE agrees to cooperate and provide such information, explanation, and/or clarification as requested by DISTRICT.
- 3.7. AFFILIATE agrees and acknowledges that the combined contribution for funds for the Fiscal Year (FY) covered by this agreement, before the Contribution Formula is applied, is **\$1,320,000**, as evidenced on Exhibit C.
- 3.8. Exhibit C also lists the eligible contribution amounts for each affiliate should the Affiliate Contribution Request Form (Exhibit B) be properly submitted and accepted.
- 3.9. AFFILIATE may receive an annual contribution so long as AFFILIATE is a participant of the YLN.
- 3.10. If AFFILIATE receives funds from DISTRICT, then AFFILIATE shall solely use funds received from DISTRICT to directly support library operations, and AFFILIATE shall

provide a certification on or before **July 31, 2026** that AFFILIATE has solely used funds from DISTRICT to directly support the library. The Certification Form is Exhibit A of this agreement.

3.11. AFFILIATE agrees and acknowledges that all unused funds AFFILIATE receives from DISTRICT in a fiscal year shall be forfeited to DISTRICT.

3.12. AFFILIATE agrees and acknowledges that contributions and funds that are declared for a specific purpose shall be used for their declared purpose. Any declared purpose(s) will be stated in an award letter sent by the DISTRICT after this agreement has been approved.

3.13. AFFILIATE agrees and acknowledges that contributions and funds that are not used for their declared purpose are forfeited and shall be the property of DISTRICT. AFFILIATE shall be responsible to return, refund, and/or reimburse to DISTRICT any and all funds that are not used for their declared purpose.

3.14. All library materials purchased with DISTRICT funds for AFFILIATE are the property of the AFFILIATE.

3.15. AFFILIATE will provide recognition for the DISTRICT in all publicity collateral, including but limited to, websites, brochures, posters, etc. and such recognition will be "This service is funded and made available by the Yavapai County Free Library District" for services and materials provided by DISTRICT or utilizing DISTRICT funding except for books, DVDs, video games or other such physical materials made available for circulation.

3.16. AFFILIATE may wish to utilize technology support services from DISTRICT in accordance with the detailed description of "TECHNOLOGY SUPPORT SERVICES" attached hereto as Exhibit D. AFFILIATE shall check the appropriate box immediately below this paragraph to indicate whether AFFILIATE elects to utilize these services:

3.16.1. ☒ AFFILIATE WILL utilize technology support services as outlined in Exhibit D.

3.16.2. ☐ AFFILIATE will NOT utilize technology support services as stated in Exhibit D.

4. Insurance. The Parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a Party upon request.

5. 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 Agreement (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.

6. **Notices.** All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

DISTRICT:

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

AFFILIATE:

Jerome Public Library
Drawer I
Jerome AZ 86331

The Parties 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.

7. **Relationship of Parties.** Nothing contained in this Agreement 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 Agreement, be entitled or eligible, by reason of this Agreement, 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.
8. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT or AFFILIATE. This Agreement is not intended to benefit any third party.
9. **Assignment.** AFFILIATE is prohibited from assigning, transferring, conveying, or otherwise disposing of its obligations under this Agreement, in whole or in part, or its power to execute such agreement to any other person, company, or corporation without the prior written consent of DISTRICT, which may be withheld at the sole discretion of DISTRICT. Any purported assignment of rights or delegation of performance in violation of this section is void.
10. **Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including environmental laws.
11. **Fingerprint and E-Verify.** If required, and only to the extent required, the Parties shall comply with the fingerprinting provisions in A.R.S. § 15-512(H) and the E-verify provisions in A.R.S. § 41-4401.
12. **Non-discrimination.** The Parties shall comply with Arizona State Executive Order 2009-09, and 2023-01, which mandates 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.

- 13. Americans With Disabilities Act.** The Parties 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.
- 14. Legal Arizona Workers Act Compliance.** The Parties hereby warrant that they will at all times during the term of this Agreement 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 Agreement 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 Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.
- 15. Workers' Compensation.** For purposes of workers' compensation, an employee working under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, will be provided workers' compensation coverage solely by their primary employer. The Parties herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.
- 16. Written Certification Pursuant to A.R.S. § 35-393.01.** If either Party engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, each Party certifies to the other that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 17. Written Certification Pursuant to A.R.S. §35-394.** The Parties certify to each other that they do not currently, and agree for the duration of the agreement will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If either Party becomes aware during the term of the agreement that the other Party is not in compliance with the written certification, that Party shall notify the non-compliant Party within five business days after becoming aware of the noncompliance. If the non-compliant Party does not provide the notifying Party with a written certification that the non-compliant Party has remedied the noncompliance within 180 days after said notification of noncompliance, this Agreement terminates,

except that if the Agreement termination date occurs before the end of the remedy period, the Agreement terminates on the Agreement termination date.

- 18. Alternative Dispute Resolution.** In the event of any dispute under this Agreement, the Parties will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this Agreement 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.
- 19. Waiver of Jury Trial/Waiver of Attorneys' Fees.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement. The Parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither Party shall be entitled to an award of attorneys' fees, either pursuant to this Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, or common law.
- 20. Governing Law.** This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Arizona. The Parties agree to bring any legal proceedings arising under this Agreement in a state or federal court of competent jurisdiction within Yavapai County, Arizona. Any changes in governing laws, rules, and regulations that do not materially affect this Agreement will apply during the term of this Agreement and will not require an amendment.
- 21. Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among the Parties hereto, either Party may propose amendments to this Agreement to bring this Agreement into conformity with such laws. If the Parties are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either Party may terminate this Agreement upon written notice to the other Party.
- 22. Implied Contract Terms.** Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated herein.
- 23. Severability/Unenforceable Provisions.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, 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 Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.
- 24. Waiver.** A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement does not constitute a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.
- 25. Headings and Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in

interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm or association. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Parol Evidence. This Agreement 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 Agreement.

27. Incorporated Documents and Order of Precedence. All Exhibits identified herein, are incorporated in this Agreement by reference. In the event of conflicts or discrepancies among this Agreement and any amendments or exhibits thereto, or with the terms of the Yavapai Library Network Membership Agreement, interpretations will be based on the following priorities in the following order:

- 27.1. Amendments and/or modifications to this Agreement;
- 27.2. This Agreement; and
- 27.3. All Exhibits identified herein and incorporated by reference; and
- 27.4. The Yavapai Library Network (YLN) Membership Agreement.

28. Entire Agreement. This Agreement contains the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Agreement supersedes and merges all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all Parties.

29. Execution in Counterparts. This Agreement 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 Agreement. 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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30. Legal Agreement. This Agreement 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 Agreement, each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.

APPROVALS

Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this "Affiliate Library Agreement between the Yavapai County Free Library District and Town of Jerome" 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 Agreement on the date(s) written below.

DISTRICT: Yavapai County Free Library District

Mary Mallory, Chair of the Yavapai County
Free Library District Board of Directors

Date: _____

ATTEST:

Jayme Rush, Clerk of the Yavapai County
Free Library District Board of Directors

Date: _____

AFFILIATE: Jerome Public Library

Signature

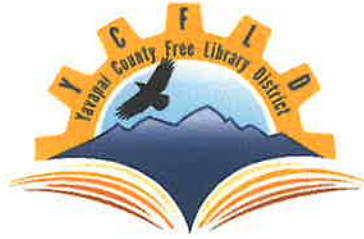
Date: _____

Printed Name and Title

Affiliate
V

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EXHIBIT A: ANNUAL REPORT AND CERTIFICATION OF EXPENDITURES



Yavapai County Free Library District

FISCAL YEAR 2025-26 CONTRIBUTIONS

ANNUAL REPORT AND CERTIFICATION OF EXPENDITURES

DUE: JULY 31, 2026

1. Provide a narrative report explaining how these funds were used.
2. Attach a general ledger accounting showing where the funds were applied and expended.
3. Return the completed report to YCFLD by the above due date.

The following narrative and general ledger reports, required in the Agreement for Library Support Services Section 3.9, are submitted to support that the funds were expended accordingly.

I hereby certify that the Fiscal Year 2024-25 Contribution funds have been completely expended or the unused portion is being returned. The attached reports are a true and accurate statement of all related expenditures.

Name of Library

Signature

Title

Date

EXHIBIT B: AFFILIATE CONTRIBUTION REQUEST FORM

ORGANIZATION INFORMATION

[illegible]

*If the AFFILIATE's Library has no Board of Directors or Trustees, or if that Board of Directors or Trustees are not duly authorized to make decisions for and/or make management directives for the AFFILIATE's Library, then please list the name(s) and contact information for the duly authorized officers of AFFILIATE's organization who are responsible for management and decision-making relating to AFFILIATE's Library.

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CONTRIBUTION ALLOCATION INFORMATION

Amount Allocated by Library District:	

OVERVIEW OF BUDGET INFORMATION

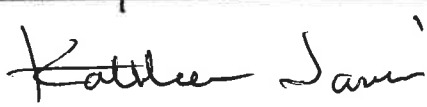
Date when upcoming budget cycle preparation begins:	11/1
Date when upcoming budget cycle preparation ends:	5/31
Date of final upcoming budget adoption:	Mid-June
Total annual organization budget for upcoming fiscal year:	3,048,000
Total annual organization budget for current fiscal year:	3,045,000
Total annual organization budget for previous fiscal year:	2,976,500

ORGANIZATION'S STAFF COMPOSITION

Full-time FTE	Part-time FTE	Number of Part-Time Staff	Volunteers	Degreed Librarians
1	.5	3	3	N/A

CERTIFICATION

The undersigned Board Chair, Library Director, or duly authorized official, does hereby certify that the information set forth in this contribution request is true and correct.

Print Name:	Kathleen Jarvis
Title:	Library Director
Signature:	
Date:	5-4-25

Please provide the information for your organization on separate paper(s).

1. Provide a complete list of the organization's income sources and the amount and percentage of total income including investments.
2. If organization is not a political subdivision of the State of Arizona, provide current IRS recognized 501(c)3 status.
3. If organization is not a political subdivision of the State of Arizona, provide IRS Form 990 filings for the last tax year.
4. If organization is not a political subdivision of the State of Arizona, provide the organization's Arizona Corporation Commission annual filing for the most current year.
5. Provide a list of all services that the library charges for and what the fee is for each service.
6. Provide a budget for how Library District funds are going to be spent.

EXHIBIT C: AFFILIATE CONTRIBUTION FORMULA

An AFFILIATE of DISTRICT is eligible to receive an annual contribution, if allocated, so long as AFFILIATE is an AFFILIATE of the YLN. The basis for determining an AFFILIATE's portion of the total allocated funds shall be based on the following factors:

1. Ten percent (10%) of the total funds available will be a base amount and apportioned to each AFFILIATE based on the ratio of the total number of Affiliate Libraries.
2. Five percent (5%) of the total funds available will be based on the population of the incorporated municipality, and service area for AFFILIATE's branches in unincorporated areas, that governs the AFFILIATE divided by the combined population of the incorporated Municipalities. Official census data shall be used to determine the population for each incorporated area.
3. Fifty percent (50%) is based on total net assessed value (NAV) of the property of the incorporated municipality that is responsible for AFFILIATE divided by the total NAV of the incorporated municipalities. If an AFFILIATE has a library in unincorporated area, then DISTRICT, at DISTRICT's sole discretion, shall use the NAV that DISTRICT determines most closely matches the AFFILIATE's service area. NAV data shall be provided from publicly available data released from the assessor's office for the last full calendar year.
4. Twenty percent (20%) is based on total amount of the circulation, including first-time checkouts and renewals of physical and electronic items, and the number of items lent to AFFILIATE divided by the total number of the same for all Affiliate Libraries.
5. Ten percent (10%) of contribution is based on total number of active users of the AFFILIATE divided by the total number of the same for all Affiliate Libraries.
6. Five percent (5%) of contribution is based on total number of items held by the AFFILIATE divided by the total number of the same for all Affiliate Libraries.

Affiliate allocation amounts

Library District Affiliate	FY25-26 Contribution	
Contribution Amounts	\$1.32m Base Amount	
Library Name	Contribution	Percent
Camp Verde Community Library	\$ 70,235.94	5.32%
Chino Valley Public Library	\$ 85,280.79	6.46%
Clarkdale Public Library***	\$ 33,852.61	2.56%
Cottonwood Public Library	\$ 120,151.52	9.10%
Dewey-Humboldt Public Library***	\$ 31,275.03	2.37%
Jerome Public Library	\$ 19,955.61	1.51%
Prescott Public Library	\$ 463,954.61	35.15%
Prescott Valley Public Library	\$ 291,461.65	22.08%
Sedona Public Library**	\$ 203,832.23	15.44%
Total	\$ 1,320,000.00	100.00%

EXHIBIT D: TECHNOLOGY SUPPORT SERVICES

The following services are provided in response to the need for the provision of technology support services to AFFILIATE. The provided services are limited to issues and maintenance for computing and networking equipment owned and operated by AFFILIATE with DISTRICT acting as support for AFFILIATE's equipment and procurement of such equipment in accordance with AFFILIATE's needs.

1. Technology Support Services. The following services are provided by DISTRICT in response to the basic maintenance and support needs of AFFILIATE:

a. Maintenance and Monitoring. DISTRICT shall be responsible for monitoring and managing AFFILIATE's servers as follows:

- i. Backup – includes maintaining and monitoring backups based upon the procedures and schedule already in place by DISTRICT.
- ii. Hardware errors – specifically servers procured with the assistance of DISTRICT shall include monitoring and remote support.
- iii. Event log filtering – includes monitoring vendor application issues that might arise and working with the vendor to the best of DISTRICT's ability.
- iv. Antivirus – includes routine monitoring of AFFILIATE's servers for possible infections.
- v. Routine maintenance of the servers shall include file system space monitoring, file system defragmentation and the application of critical updates.
- vi. DISTRICT shall be responsible for monitoring and managing AFFILIATE's workstations.
- vii. Antivirus – includes routine monitoring of AFFILIATE's workstations for possible infections.
- viii. Software updates – Includes providing updates for software installed by DISTRICT. Only software deemed necessary by DISTRICT can be installed on the workstations.

b. Ordering and setup of new equipment as follows:

- i. AFFILIATE shall obtain written verification from DISTRICT that any hardware or software purchased by AFFILIATE is compatible with DISTRICT hardware and software prior to acquisition.

- ii. Operating System installation as needed – this includes installing any and all licensed software DISTRICT deems necessary for the provision of services to library users and staff.
- iii. Securing the device with antivirus software.
- iv. Working with software vendors on implementation of new products.

- 1. DISTRICT shall not be held responsible for defects in any vendor's software.
- 2. If desired by AFFILIATE, DISTRICT shall provide a project plan with expected milestones based upon the availability of DISTRICT resources.
- 3. DISTRICT shall not be held responsible for delays created by AFFILIATE's hardware and software vendors.

v. Work with AFFILIATE staff on migrating to any new equipment.

vi. Provide status reports as requested.

c. Provide Disaster/Recovery services as needed on servers as follows:

- i. Restoring files that were deleted.
- ii. Restoring the server to the last full backup.
- iii. Reloading software and recovering all data available.
- iv. DISTRICT is not responsible for data lost due to the failures of AFFILIATE's backup media.

d. AFFILIATE shall be responsible for all costs, including, but not limited to, the following:

- i. All hardware costs.
- ii. All antivirus software costs.
- iii. Purchasing any and all software licenses.
- iv. All warranty costs that exceed a manufacturers' warranty.

e. Domain Name Service as follows:

- i. DISTRICT shall allow AFFILIATE to use a subdomain name of yavapailibrary.org.

- ii. AFFILIATE may use its own domain name hosted on the DNS server of AFFILIATE's choice.

f. Web Site Hosting and Support as follows:

- i. If desired by AFFILIATE, DISTRICT shall maintain the web site and act as a hosting site for AFFILIATE, including basic design services based on web pages already in production that were developed by DISTRICT.
- ii. Future changes to the website shall happen at the discretion of DISTRICT.
- iii. Changes to the website shall be coordinated with DISTRICT and AFFILIATE designee.
- iv. AFFILIATE designee has all necessary authority to request changes to the website.
- v. AFFILIATE website shall not exceed 2 GB of disk storage.
- vi. DISTRICT shall resolve any support issues related to AFFILIATE's website.

g. Network maintenance and monitoring as follows:

- i. DISTRICT shall maintain and monitor any and all network equipment that is installed by DISTRICT, including firewalls, routers, modems, or switches that are used to connect AFFILIATE to the Internet and DISTRICT network.
- ii. DISTRICT shall maintain and monitor any and all filtering and authentication equipment attached to AFFILIATE's network that is installed by DISTRICT.

2. Requests for Services NOT Covered Under This Agreement. This Agreement does not cover the following requests:

- a. Assistance with application usage when unsupported or nonstandard hardware or software is involved—Use of unsupported or nonstandard hardware or software often results in unexpected behavior of otherwise reliable systems.

- b. Hardware procurement – DISTRICT is not responsible for procuring workstations, peripherals, and other technology-related hardware. If possible, DISTRICT may assist AFFILIATE with procurement depending on the procurement policies of Yavapai County. The cost of all hardware is the responsibility of AFFILIATE.
- 3. Service Request Process. AFFILIATE shall create a help desk ticket through help@yln.info or AFFILIATE may call DISTRICT help desk to communicate its needs with DISTRICT. AFFILIATE shall include a description of the request and specify its impact on business. DISTRICT shall assess the situation and respond within two (2) hours during normal business hours of 8:00 AM to 5:00 PM Monday through Friday, excluding Yavapai County holidays. DISTRICT shall do its best to respond to each situation in a timely fashion; however, it is not possible to guarantee a resolution to any individual problem in a given time period.
- 4. Cost of Services as follows:
 - a. The level of service shall be decided on an annual basis. AFFILIATE must decide what tier of service it would like DISTRICT to provide. If AFFILIATE does not adjust the tier of service in writing prior to March 1, then the tier from the previous year shall be used.
 - b. DISTRICT offers four tiers of service and support hours as follows:
 - i. Tier One (12 hrs.) (remote support only): \$600.
 - ii. Tier Two (25 hrs.): \$1,250.
 - iii. Tier Three (50 hrs.): \$2,500.
 - iv. Tier Four (100 hrs.): \$5,000.
 - c. Unused hours shall roll over to the next year.
 - d. Travel time shall count as support hours.
 - e. If desired, AFFILIATE may choose to upgrade to the next tier within a fiscal year after all support hours have been used under the current tier.
 - f. Additional hours may be purchased for \$75 per hour.

5. Billing of Services

- a. Billing for services shall be invoiced on July 30. Quarterly statements may be sent with remaining balances.
- b. There shall be no funding available for services not provided herein.

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