

**AGREEMENT FOR LIBRARY SUPPORT SERVICES
AND MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK
BETWEEN THE YAVAPAI COUNTY FREE LIBRARY DISTRICT AND**

This Agreement for Library Support Services and Membership in the Yavapai Library Network (hereinafter referred to as this "Agreement") is made and entered into with an effective date of July 1, 2025, by and between the Yavapai County Free Library District, a special taxing subdivision of the State of Arizona (hereinafter referred to as "DISTRICT"), and _____, a(n) Arizona corporation/political subdivision of the State of Arizona (hereinafter referred to as "MEMBER LIBRARY"). DISTRICT and MEMBER LIBRARY may each be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

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

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

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

WHEREAS, DISTRICT, various municipalities, boards, and other entities recognize the need to cooperate in the provision of library services and have since 1985 formed a consortium of public, school, academic, and special libraries known as the Yavapai Library Network (hereinafter referred to as "YLN"); and,

WHEREAS, YLN better serves the needs of libraries in Yavapai County through mutual cooperation, resource sharing, and the use of common technology standards for library products and services; and,

WHEREAS, MEMBER LIBRARY wishes to become a member of the YLN and participate in the YLN, and, if a school library, is authorized to do so pursuant to A.R.S. § 15-362(D); and,

WHEREAS, MEMBER LIBRARY wishes to join together with DISTRICT and YLN to cooperate in the provision of library products and services in Yavapai County; and,

WHEREAS, MEMBER LIBRARY is classified as a(n):

- ☐ PUBLIC LIBRARY, which is a library, open to the general public, that does not charge Yavapai County residents to obtain a library card or checkout an item that is available for checkout in any library in the Yavapai Library Network;

☐ **SCHOOL LIBRARY**, which is a library that only serves K-12 students, faculty, and staff that attend the school or are part of the school district where the library is located. A School Library is not open to the general public but circulates materials to its students, faculty, and staff at the school, and to patrons of other member libraries through Transit.

☐ **ACADEMIC LIBRARY**, which is a library that supports a college or university, that may or may not be open to the general public, and serves the students, faculty, and staff of the college or university; or

☐ **SPECIAL LIBRARY**, which is a library that gives the general public access to its collection, but does not allow items in its collection to leave the library premises; and,

WHEREAS, the Parties have determined that it is in their mutual interest to enter into an agreement whereby DISTRICT shall provide data services, support, and other library services to MEMBER LIBRARY, and MEMBER LIBRARY will provide library services to the public in Yavapai County and fulfill certain duties and obligations to DISTRICT, 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. Thereafter, this Agreement shall automatically renew for supplemental one-year terms of up to a maximum of five (5) one-year terms, unless otherwise terminated sooner pursuant to the terms contained herein.

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. Termination for Convenience / Without Cause is unavailable to MEMBER LIBRARY if MEMBER LIBRARY joined the YLN using DISTRICT funds or grants obtained by DISTRICT which allowed a new member to join at no or reduced cost. This unavailability is applicable for the first three complete years of membership.

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 or non-renewal is effective shall remain in full force and effect and binding on the respective Parties. MEMBER LIBRARY agrees to forfeit any right, title, or interest in tangible or intangible monies, materials, equipment, or property contributed or allocated to the YLN if MEMBER LIBRARY terminates this Agreement or is no longer a member of the 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. DISTRICT Duties and Obligations for Library Support Services.** DISTRICT hereby agrees to:
- 3.1.** Assign, within budgetary and resources limitations, technical, professional, and management staff to meet the normal service requirements of MEMBER LIBRARY and YLN. Examples of normal service requirements include cataloging, routine system maintenance, upgrades, backups, and recovery.
 - 3.2.** Timely notify MEMBER LIBRARY of system changes and scheduled system outages.
 - 3.3.** Work cooperatively with vendors, MEMBER LIBRARY, YLN, and others to ensure compliance with industry standards and to ensure the success of on-going system operations.
 - 3.4.** Act as YLN's host, fiscal, and administrative agent to ensure continued delivery of library services to MEMBER LIBRARY and to facilitate the stability and operations of YLN.
 - 3.5.** Provide dedicated hardware and software resources to be housed in a secure environment and incorporate sufficient bandwidth to the data center designated by the DISTRICT or to a vendor's hosted location if so designated by DISTRICT, to be designated at the direction of DISTRICT, to allow MEMBER LIBRARY to readily access the resources of the YLN.
 - 3.6.** Provide periodic operational status reports to inform MEMBER LIBRARY of the nature, type, and status of services being rendered by DISTRICT.
 - 3.7.** Provide technical management services for YLN systems including, but not limited to, maintenance and systems administration that supports the operation of the Integrated Library System (ILS).
 - 3.8.** Evaluate all equipment that interfaces directly with DISTRICT or YLN services to ensure compatibility.
 - 3.9.** Apply enhancements to the ILS, with the advice and recommendations of the YLN Steering Committee, deemed necessary.
 - 3.10.** Allocate financial resources, as DISTRICT deems necessary, for the stability, growth, and enhancement of YLN.

- 3.11. Gather statistics and other information, as required, for establishing annual billing amounts payable by MEMBER LIBRARY to ensure the continuity of YLN operations. Statistics gathered will be based on a full calendar year, if possible.
 - 3.12. Provide MEMBER LIBRARY an estimated annual cost of operation assessment with anticipated benefits for MEMBER LIBRARY no later than January 15 each year.
 - 3.13. Provide MEMBER LIBRARY an annualized invoice for MEMBER LIBRARY's Membership Fee no later than March 15 each year in accordance with the methodology in the "MEMBERSHIP FEE" document attached hereto as Exhibit A.
 - 3.14. Notify MEMBER LIBRARY of any determination by DISTRICT to withdraw from oversight of and/or participation in YLN no less than 1 year prior to the effective date of any such determination.
 - 3.15. Additional duties and obligations if MEMBER LIBRARY is a School Library or Academic Library, as more fully described on the "REQUIREMENTS FOR DISTRICT AND MEMBER LIBRARY IF MEMBER LIBRARY IS A SCHOOL LIBRARY OR ACADEMIC LIBRARY" document attached hereto as Exhibit B.
 - 3.16. Provide MEMBER LIBRARY or MEMBER LIBRARY's governing authority equipment and materials that are of nominal value, or that directly support the library at no cost to the MEMBER LIBRARY, at the sole discretion of the DISTRICT'S Director.
4. **MEMBER LIBRARY Duties and Obligations for Library Support Services.** MEMBER LIBRARY hereby agrees to:
- 4.1. Coordinate with DISTRICT prior to the acquisition of any hardware or software intended to interface with YLN designated systems to ensure proper functionality, compatibility, and security for MEMBER LIBRARY.
 - 4.2. Understand that DISTRICT reserves the right to decline to connect any hardware and/or software determined by DISTRICT, in its sole discretion, to be out of compliance with the functionality specifications or compatibility requirements of DISTRICT or YLN.
 - 4.3. Designate an individual who can resolve computer problems and who is responsible for consulting with DISTRICT regarding matters relating to the operation of the automated system (form to be completed is attached hereto as Exhibit G).
 - 4.4. Purchase, operate, and maintain, at MEMBER LIBRARY's sole expense, its circulation, cataloging, and public access stations and telecommunications equipment.
 - 4.5. Provide, at MEMBER LIBRARY's sole expense, Internet connectivity with sufficient bandwidth to meet MEMBER LIBRARY's needs and any requirements established by DISTRICT or YLN.

- 4.6. Pay all fees and charges pursuant to this Agreement no later than 60 days following receipt of an invoice for said fees or charges.
- 4.7. At MEMBER LIBRARY'S discretion, provide and transfer ownership of materials of nominal value to any other MEMBER LIBRARY such as books, DVDs, periodicals, or other items meant for circulation in a library.
5. **Membership in YLN and Duties and Obligations for Membership in the YLN.** Under the terms of this Agreement, DISTRICT and MEMBER LIBRARY are members of the YLN and as members of the YLN, the Parties agree to:
- 5.1. Adhere to all YLN governing documents, including, but not limited to, bylaws, policies, rules, and guidelines.
- 5.2. Contribute bibliographic and holdings data into the ILS.
- 5.3. Protect the security and access to the catalog and further agree to comply with YLN protocols with regard to cataloging as outlined in the YLN Cataloging Manual.
- 5.4. Comply with the requirements for conversion and authority control and to supplemental inclusion of foreign or locally constructed databases.
- 5.5. Comply with industry cataloging standards and techniques in order to ensure compatibility with the standards and practices of DISTRICT and YLN.
- 5.6. Adhere to practices and procedures as outlined in the YLN Circulation Manual.
- 5.7. Have access to the YLN catalog of shared items that shall be available for use.
- 5.8. Allow members of the general public to use its premises to view and use materials available in the online catalog, except if MEMBER LIBRARY is a School Library or an Academic Library not open to the general public.
- 5.9. Participate in sharing library materials with and between all YLN members, except if MEMBER LIBRARY is a Special Library.
- 5.10. Be a pick-up and a drop-off location for library materials to and from other YLN members, except if MEMBER LIBRARY is a Special Library.
- 5.11. At all times maintain the privacy and confidentiality of library users and patrons acting in compliance with all privacy laws, including A.R.S. § 41-151.22 and, if applicable, those specifically relevant to students as covered under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. Part 99. DISTRICT and MEMBER LIBRARY acknowledge that violations of user privacy may be subject to civil penalties and criminal prosecution. The DISTRICT and MEMBER LIBRARY acknowledge that each are exempt from the requirements of A.R.S. § 15-102(A)(3).

- 5.12.** Participate in the YLN Steering Committee, which shall act as a general oversight and guidance body in accordance with YLN governing documents and as outlined on the "YLN STEERING COMMITTEE" document attached hereto as Exhibit D.
- 5.13.** Participate in the functions and activities of the YLN Steering Committee.
- 5.14.** Designate a representative to serve on the YLN Steering Committee (form to be completed is Exhibit C).
- 5.15.** DISTRICT providing a secretary for taking minutes at YLN Steering Committee Meetings.
- 5.16.** The duties and obligations of the YLN Steering Committee as follows:
- 5.16.1.** The YLN Steering Committee shall allocate funds collected from the Membership Fee as determined to be necessary for the stability, growth, and enhancement of YLN and MEMBER LIBRARY.
 - 5.16.2.** The YLN Steering Committee shall determine the total annual amount of funds to be collected for the Membership Fee in accordance with Exhibit A. For example, the total amount to be collected for FY 2024-25 is \$200,000.
 - 5.16.3.** The YLN Steering Committee shall have as its ex officio member the DISTRICT Library Network Manager/YLN Administrator.
 - 5.16.4.** All decisions of the YLN Steering Committee must be ratified by the DISTRICT Director to be in effect.
 - 5.16.5.** The YLN Steering Committee, through its policies and procedures, may place additional requirements on YLN membership and on the duties and obligations of membership.
- 5.17.** Form a YLN Executive Committee in accordance with YLN governing documents.
- 5.18.** DISTRICT providing a secretary for taking minutes at YLN Executive Committee Meetings.
- 5.19.** Maintain a YLN Fund. MEMBER LIBRARY and DISTRICT shall pay a Membership Fee to DISTRICT with the amount to be determined annually as set forth in Exhibit A. All monies collected will be deposited in the Yavapai County Library Network Fund (hereinafter referred to as "YLN Fund") of which DISTRICT is the custodian. The YLN Steering Committee shall have sole discretion on how the YLN Fund is expended. The YLN Fund does not have to be fully expended each year and can roll over.
- 5.20.** The purpose of the YLN Fund as follows:
- 5.20.1.** Ensure the continued stability and viability of the YLN.

5.20.2. Allow for service expansions.

5.20.3. Upgrade technology to ensure the provision of existing services.

5.21. The YLN Fund being expended in the following areas:

5.21.1. Technology purchases.

5.21.2. Library-related service expansions.

5.21.3. Special Projects.

5.21.4. Professional development and continuing education.

5.22. Have the YLN Fund pay for (or partially pay for, if YCFLD funds are determined by the YCFLD Board of Directors to be available and are approved by the Board for such expenditure), a cataloging position at DISTRICT that is dedicated to the YLN to lead technical services, monitor and maintain the bibliographic database, provide training on cataloging processes and standards to the members of the YLN, and attend YLN meetings as needed. The cataloging position shall require a Master's in Library Science, Master's in Library and Information Science, or a related field and at least three (3) years of experience cataloging or training personnel in a library or library system, pursuant to a job description approved by DISTRICT and the YLN Steering Committee. Should a viable candidate not be found using the aforementioned criterion, other criterion may be used as approved by the DISTRICT Director, who will consider input on said other criterion from the YLN Administrator, the YLN Steering Committee, and the YLN Cataloging Committee.

5.23. Have the YLN Fund pay for additional positions dedicated to the YLN pursuant to job descriptions approved by DISTRICT and the YLN Steering Committee.

5.24. MEMBER LIBRARY forfeiting any right, title, or interest in tangible or intangible monies, materials, equipment, or property contributed or allocated to the YLN or the YLN Fund if MEMBER LIBRARY terminates this Agreement or is no longer a member of the YLN.

5.25. The YLN Fund and all items purchased with the YLN Fund being transferred to another entity if the YLN's administrative and fiscal functions are transferred to such other entity. Such a transfer would require the approval of the Yavapai County Free Library District Board of Directors and the YLN Steering Committee.

5.26. The YLN Fund and all items purchased with the YLN Fund becoming the property of DISTRICT if the YLN dissolves. This is in consideration of DISTRICT's provision of services pursuant to this Agreement.

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

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7. **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.

Notwithstanding the paragraph directly above: With regard to the transfer or disposal of materials and/or technology, the transferring / disposing Party shall ensure that such transfer or disposal is conducted in accordance with all applicable Federal, State, and Local laws, statutes, ordinances, codes, rules, regulations, policies, and lawful orders of public authorities. This includes, but is not limited to, data destruction and sanitization requirements to ensure compliance with FERPA, HIPAA, Library Privacy laws, and similar information and data protection and privacy regulations, and to prevent intellectual property infringement, identity theft, or other inappropriate dissemination of protected / private information. Any Party who fails to comply the above-referenced requirements relating to transfer or disposal of materials and/or technology shall be solely responsible for any claims, causes of action, liability, penalties, damages, costs, losses, or expenses (including but not limited to attorney fees and other litigation costs and expenses), from any party, for any type of personal injury, bodily injury, death, property damage, economic damage, loss, expense, harm, or any other monetary or non-monetary claim, known or unknown, now or in the future, which arise due to failure of the transferring / disposing Party to comply with the above-referenced requirements. In such instances, the Mutual Indemnification provision in the paragraph directly above shall not apply.

8. **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

MEMBER LIBRARY:

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.

9. **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.

- 10. 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 MEMBER LIBRARY. This Agreement is not intended to benefit any third party.
- 11. Assignment.** MEMBER LIBRARY 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.

- 17. Workers' Compensation.** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdiction he is then working, as provided by A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. The Parties herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.
- 18. Written Certification Pursuant to A.R.S. § 35-393.01.** If a Party engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, that Party certifies 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.
- 19. Written Certification Pursuant to A.R.S. §35-394.** Each Party certifies that it does not currently, and agrees for the duration of the contract that it 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 a Party becomes aware during the term of the contract that the Party is not in compliance with the written certification, that Party shall notify the other Party within five business days after becoming aware of the noncompliance. If the non-compliant Party does not provide the other Party with a written certification that the non-compliant Party has remedied the noncompliance within 180 days after notifying the other Party of the 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.
- 20. 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.
- 21. 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.
- 22. 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.

23. Material Change in Law or Regulation. In the event of adoption of legislation, regulations, instructions, government actions, government policy directives, government orders, or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this 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, actions, directives, or orders. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

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29. Incorporated Documents and Order of Precedence. All Exhibits identified herein and YLN governing documents, including, but not limited to, bylaws, policies, rules, and guidelines, are incorporated in this Agreement by reference. In the event of conflicts or discrepancies among this Agreement and any amendments thereto, Exhibits, or YLN governing documents, or with the terms of the Yavapai Library Network Affiliate Agreement, interpretations will be based on the following priorities in the following order:

29.1. The YLN Affiliate Agreement, if applicable, together with any amendments or modifications thereto;

29.2. Amendments and/or modifications to this Agreement;

29.3. This Agreement;

29.4. All Exhibits identified herein and incorporated by reference; and

29.5. YLN governing documents, including, but not limited to, bylaws, policies, rules, and guidelines.

30. 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.

31. 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.

32. 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.

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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 "Agreement for Library Support Services and Membership in the Yavapai Library Network between the Yavapai County Free Library District and _____" 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: _____

MEMBER LIBRARY: _____

Signature

Printed Name and Title

Date: _____

Exhibit A

MEMBERSHIP FEE

MEMBER LIBRARY shall be responsible for an annual Membership Fee in the YLN. A formula shall be applied annually to determine MEMBER LIBRARY's Membership Fee. DISTRICT shall gather statistics for factors from MEMBER LIBRARY or the Integrated Library System (ILS) each calendar year. The percentages associated with each factor of the formula must always equal 100% and may be adjusted by the YLN Steering Committee by two-thirds vote of a quorum. The factors for the formula are as follows:

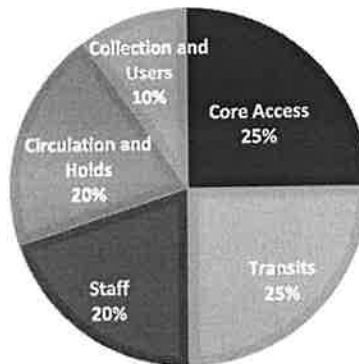
1. Core Access (25%). An amount divided evenly between all members of the YLN that represents access to YLN services.
2. Transits (i.e., Interlibrary Loans) (25%). The number of items received by MEMBER LIBRARY from other libraries in the YLN.
3. Staff (20%). Volunteers, interns, students, and paid staff that use the ILS. Staff that do not perform system functions shall not be included in the calculation. The calculation shall use the full-time equivalent (FTE) for each position. An example is as follows:

Position	Hours	FTE
Volunteers	10	0.25
Student Helper	10	0.25
Intern	5	0.125
Part-time Employee	15	0.375
Full-time Employee	40	1
Total	80	2

4. Circulation and Holds (20%). The number of physical and electronic items checked out and renewed. Electronic items that cannot have a circulation attributed to MEMBER LIBRARY or that cannot be checked out or renewed shall not be included in the calculation. Filled and Expired On-shelf Holds shall be included in the calculation. The total of the circulation and the holds shall be calculated for this portion for MEMBER LIBRARY.
5. Collection and Users (10%). The number of patron or user records in the system (whether active or inactive) as well as the number of item records in the system shall be combined to determine the value of Collection and Users.

The following chart visually represents each of these factors:

FORMULA FACTORS AND PERCENTAGES



MEMBER LIBRARY shall be responsible for its portion of each factor which will be totaled to determine each MEMBER LIBRARY's Membership Fee.

The following is an example for membership fees from fiscal year 2017-2018 (July 1, 2017, through June 30, 2018). Amounts fluctuate from year-to-year based on the annual amount to be collected as determined by the YLN Steering Committee (e.g. \$175,000 in FY 2017-2018) and the performance of each MEMBER LIBRARY.

FY17-18 Membership Fee Assessment									Total Assessment		\$175,000
Member Name	Access	Amount	FTE	Amount	Circ and Holds	Amount	Transits	Amount	Items and Patrons	Total	Overall Total
	25%	\$43,750	20%	\$35,000	20%	\$35,000	25%	\$43,750	10%	\$17,500	\$175,000
Camp Verde Community Library	1	\$1,067.07	7	\$1,853.95	84685	\$1,195.99	10313	\$1,571.13	35981	\$501.09	\$6,189.24
Chino Valley Public Library	1	\$1,067.07	6	\$1,589.10	124422	\$1,757.18	18706	\$2,849.77	65039	\$905.77	\$8,168.89
Camp Verde Unified School District	1	\$1,067.07	1.5	\$397.28	27755	\$391.98	1135	\$172.91	31019	\$431.99	\$2,461.22
Chino Valley Unified School District	1	\$1,067.07	1	\$264.85	3558	\$50.25	346	\$52.71	20575	\$286.54	\$1,721.42
Cottonwood Public Library	1	\$1,067.07	10.6	\$2,807.42	254986	\$3,601.10	31275	\$4,764.59	129864	\$1,808.55	\$14,048.74
Embry-Riddle Aeronautical University	1	\$1,067.07	7	\$1,853.95	30174	\$426.14	2756	\$419.86	38455	\$535.54	\$4,302.57
Humboldt Unified School District	1	\$1,067.07	1	\$264.85	9780	\$138.12	67	\$10.21	45322	\$631.18	\$2,111.43
Jerome Public Library	1	\$1,067.07	1.78	\$471.43	6855	\$96.81	1341	\$204.29	15933	\$221.89	\$2,061.50
Mayer Unified School District	1	\$1,067.07	0	\$0.00	5178	\$73.13	373	\$56.82	10718	\$149.26	\$1,346.29
Mingus Union High School	1	\$1,067.07	1	\$264.85	1277	\$18.03	112	\$17.06	16748	\$233.24	\$1,600.26
The Orme School of Arizona	1	\$1,067.07	0.25	\$66.21	648	\$9.15	13	\$1.98	8890	\$123.81	\$1,268.22
Prescott College	1	\$1,067.07	3.75	\$993.19	7209	\$101.81	645	\$98.26	38758	\$539.76	\$2,800.10
Prescott Public Library	1	\$1,067.07	19	\$5,032.16	797981	\$11,269.69	68336	\$10,410.65	191514	\$2,667.12	\$30,446.69
Prescott Unified School District	6	\$6,402.44	5.875	\$1,556.00	77214	\$1,090.47	1464	\$223.03	94819	\$1,320.50	\$10,592.44
Prescott Valley Public Library	1	\$1,067.07	21.37	\$5,659.86	437614	\$6,180.32	51832	\$7,896.35	128244	\$1,785.99	\$22,589.58
Sedona Public Library	2	\$2,134.15	12.6	\$3,337.12	299030	\$4,223.13	47194	\$7,189.77	98712	\$1,374.71	\$18,258.88
Sharlot Hall Museum	1	\$1,067.07	2	\$529.70	0	\$0.00	0	\$0.00	6813	\$94.88	\$1,691.66
Tri-City College Prep High School	1	\$1,067.07	1	\$264.85	235	\$3.32	105	\$16.00	1312	\$18.27	\$1,369.51
Yavapai College	2	\$2,134.15	10.5	\$2,780.93	41675	\$588.57	3518	\$535.95	137427	\$1,913.88	\$7,953.47
Yavapai County Free Library District	15	\$16,006.10	18.925	\$5,012.30	267994	\$3,784.81	47646	\$7,258.63	140455	\$1,956.05	\$34,017.89
Total	41	\$43,750.00	132.15	\$35,000.00	2478270	\$35,000.00	287177	\$43,750.00	1256598	\$17,500	\$175,000.00

Exhibit B

REQUIREMENTS FOR DISTRICT AND MEMBER LIBRARY IF MEMBER LIBRARY IS A SCHOOL LIBRARY OR ACADEMIC LIBRARY

1. DISTRICT agrees that it shall comply with the fingerprinting requirements of A.R.S. § 15-512, if those requirements are applicable to any activities performed by DISTRICT for a MEMBER LIBRARY that is a School Library or Academic Library.
2. DISTRICT shall be considered an extension of a School Library or Academic Library because DISTRICT will be providing library automation services on behalf of a School Library or Academic Library. Information shared between the Parties shall be consistent with the Family Education Records Privacy Act of 1974 ("FERPA"), 20 U.S.C. §1232g and its implementing regulations at 34 C.F.R. part 99.

- a. The following student information may be transferred to DISTRICT:

Last Name;
First Name;
Middle Name;
Student ID;
SAIS;
Interlibrary loan status;
Internet Permission;
Graduation Year;
Current School Grade;
Mailing Address;
Email;
Phone Number;
Homeroom Teacher;
Academic Level;
Homeroom room number;
Homeroom time;
School Code;
Date of Birth;
Enrollment Status; and
Academic Program.

- b. FERPA describes circumstances under which MEMBER LIBRARY is authorized to release confidential data regarding individual students, teachers, and schools without prior parental consent in 20 U.S.C. §1232g(b). Confidential information may be disclosed to a contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services or functions as long as the information is released to no others and the information is destroyed when no longer needed.
- c. The following terms further specify the manner in which MEMBER LIBRARY agrees to

share data with DISTRICT, subject to FERPA regulations:

- i. MEMBER LIBRARY is a state educational authority authorized to share information with contractors, consultants, volunteers, or other parties to whom an agency or institution has outsourced institutional services or functions, subject to FERPA, as authorized by 34 CFR Section 99.31(a)(1)(i)(B) *et al.* DISTRICT is contractor authorized to receive information to perform an institutional service or function subject to FERPA, as authorized by 34 C.F.R. Section 99.31(a)(1)(i)(B). To perform this function, MEMBER LIBRARY needs to share student data with DISTRICT, some of which may allow the identification of individual students.
- ii. COMPLIANCE WITH FERPA. To affect the transfer of data subject to FERPA, DISTRICT agrees to:
 1. In all respects comply with the provisions of FERPA. For purposes of this agreement, "FERPA" includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation.
 2. Use the data shared under this Agreement for no purpose other than the contracted services pursuant to Section 99.31(a)(1)(i)(B) of Title 34 of the Code of Federal Regulations. DISTRICT further agrees not to share data received under this Agreement with any other entity without MEMBER LIBRARY approval. DISTRICT agrees to allow the Office of the State Auditor, subject to FERPA restrictions, access to data shared under this Agreement and any relevant records of DISTRICT for purposes of completing authorized audits of the Parties.
 3. Require all employees, contractors, and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this Agreement. DISTRICT agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to this Agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the work authorized under this Agreement.
 4. Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from DISTRICT to any other institution or entity.

5. Not disclose any data obtained under this Agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. DISTRICT specifically agrees to abide by all MEMBER LIBRARY policies and procedures regarding student records, and to require all employees, contractors, and agents of any kind to also abide by those same policies and procedures.
 6. Not provide any data obtained under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Section 99.31(6)(iv) of Title 34, Code of Federal Regulations.
 7. Destroy all data obtained under this Agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this Agreement authorizes either Party to maintain data beyond the time reasonably needed to complete the purpose of the request. All data no longer needed shall be destroyed or returned to MEMBER LIBRARY in compliance with 34 CFR Section 99.31(6)(iii)(C)(4). DISTRICT agrees to require all employees, contractors, or agents of any kind to comply with this provision.
- iii. DATA REQUESTS. MEMBER LIBRARY may decline to comply with a request if it determines that providing the data requested would not be in the best interest of current or former students. All requests shall include a statement of the purpose for which it is requested and an estimation of the time needed to complete the project for which the data is requested. Data requests may be submitted in person or by post, electronic mail, or facsimile.
 - iv. AUTHORIZED REPRESENTATIVE. DISTRICT shall designate in writing a single authorized representative able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction data as required by this Agreement. MEMBER or its agents may upon request review the records required to be kept under this section.
 - v. RELATED PARTIES. DISTRICT represents that it is authorized to bind to the terms of this contract, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees, or contractors who may have access to the data or may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. This Agreement takes effect only upon acceptance by authorized representatives of DISTRICT, by which that institution agrees to abide by its terms and return or destroy all student data upon completion of the research for which it was intended or upon the termination of its current relationship with MEMBER LIBRARY.
 - vi. TRANSFER OR DISPOSAL OF MATERIALS AND/OR TECHNOLOGY. DISTRICT and MEMBER LIBRARY agree that when transferring or disposing of

materials and/or technology, the transferring / disposing Party shall ensure that such transfer or disposal is conducted in accordance with all applicable Federal, State, and Local laws, statutes, ordinances, codes, rules, regulations, policies, and lawful orders of public authorities. This includes, but is not limited to, data destruction and sanitization requirements to ensure compliance with FERPA, HIPAA, Library Privacy laws, and similar information and data protection and privacy regulations, and to prevent intellectual property infringement, identity theft, or other inappropriate dissemination of protected / private information.

Exhibit C

YLN STEERING COMMITTEE REPRESENTATIVE



As outlined in the YLN ByLaws, Article III Sec. 3 Voting Member Representation: The administrator of each Yavapai Library Network member library or his/her designee will register with the Chair of the Network Steering Committee as the official representative to the Network Steering Committee. The administrative representative for each Member Library serves on the Yavapai Library Network (YLN) Steering Committee. The Steering Committee has responsibilities as outlined in Article VII Section 3 of the Yavapai Library Network (YLN) Bylaws.

The person assigned as the administrative representative has the authority to make decisions on behalf of the institution they represent. Such decisions could have fiscal, legal, and administrative impacts on the Member Library. The areas impacted by Steering Committee decisions are outlined in the Library Support Agreement signed by the Member Library's governing authority. The Administrative Representative should do their utmost to attend and participate in every Steering Committee meeting to ensure quorum is met.

In the event that the primary administrative representative is unavailable, a secondary representative may attend as an alternate, or a proxy from another YLN-member library may be designated. The secondary representative should plan to attend if the primary is unable to do so. This ensures that the Member Library remains represented and that the Steering Committee can continue to function effectively.

Please designate your primary and secondary representative below:

Name of Member Library:		
Authorized Representative		
First	Last	Email
Secondary/Alternate Representative		
First	Last	Email

Exhibit D

YLN STEERING COMMITTEE

The YLN Steering Committee is a body that serves the needs of Library Network participants. It is composed of representatives of all members of the YLN, including DISTRICT and MEMBER LIBRARY. MEMBER LIBRARY and DISTRICT each have a single representative seat on the YLN Steering Committee. MEMBER LIBRARY's representative is selected by MEMBER LIBRARY to represent its interests and needs for library services. The DISTRICT's representative is the Library District Director.

The YLN Steering Committee is advisory in nature and helps the DISTRICT Director establish priorities and the direction of the YLN. All decisions of the YLN Steering Committee must be ratified by the DISTRICT Director, who has sole authority over recommended spending, to be in effect. The details of how the YLN Steering Committee operates are stated in the YLN Bylaws.

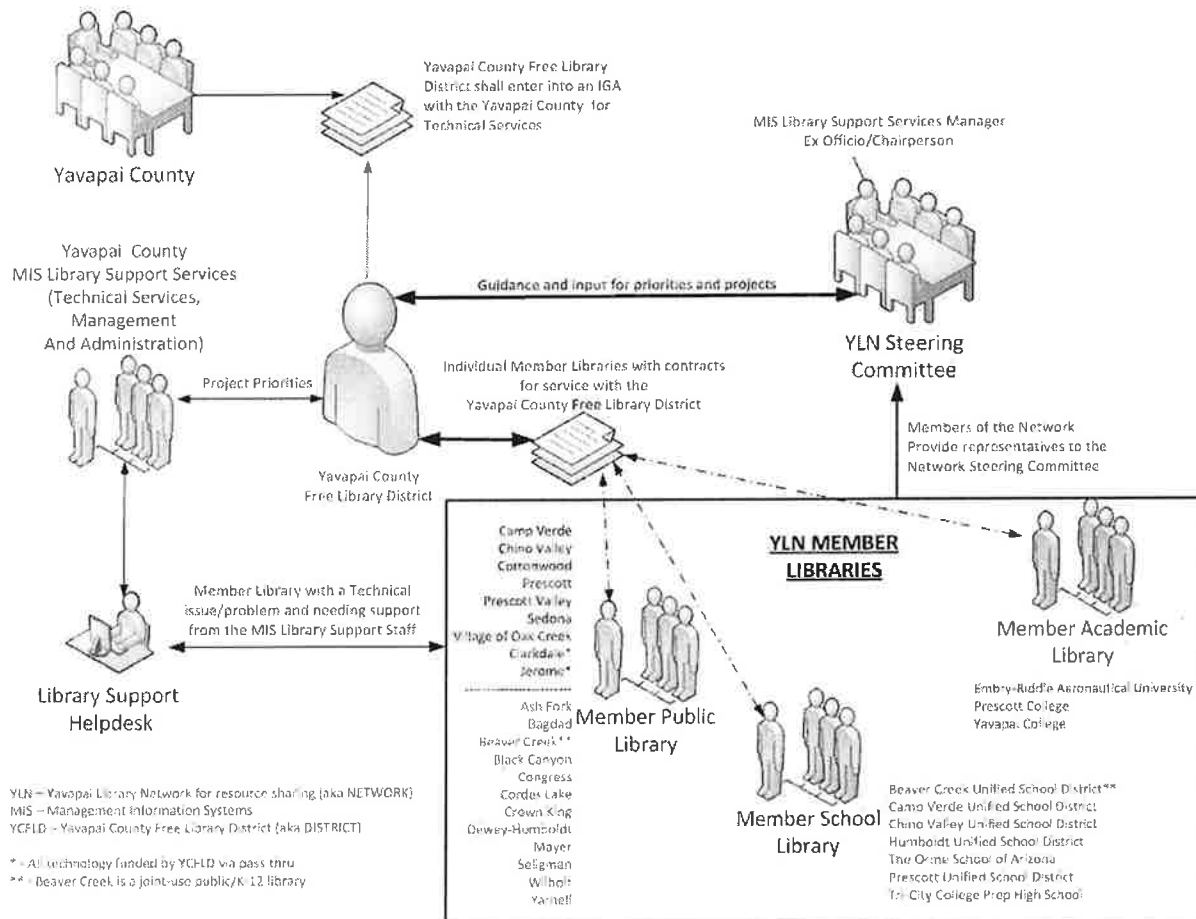


Exhibit E

LIBRARY STAFF SUBSTITUTION PROGRAM

The Library District shall provide a substitute library service that will allow Library District library coordinators to work at Yavapai Library Network libraries on a temporary basis.

1. Background:

Libraries play a crucial role in serving their communities, providing essential services, and ensuring access to information. However, staffing shortages due to absences (such as illness or vacation) can disrupt library operations and impact service delivery. In recognition of the importance of continuity of service to the community, the DISTRICT offers a substitute library service that will allow DISTRICT library coordinators to work at Yavapai Library Network libraries on a temporary basis.

2. Benefits:

Substitute staff ensure that critical library functions (such as circulation and reference) continue without interruption. Rather than each YLN library independently hiring temporary staff, a pool of substitute staff provided by the DISTRICT reduces recruitment costs, administrative overhead, and ensures the smooth continuity of operations.

3. Compensation:

DISTRICT will provide substitute Library District staff to MEMBER LIBRARY for an hourly rate of \$30.00. Staffing is dependent on availability of DISTRICT personnel, the scheduled times/dates desired by MEMBER LIBRARY, and the nature of the work desired. DISTRICT does not guarantee that coverage is available on any and all desired days and times and reserves the right to decline the provision of substitute staff, at the sole discretion of the DISTRICT Director.

4. Duties and Obligations:

MEMBER LIBRARY shall complete a Library Staff Substitution Program Request Form and notify DISTRICT in advance (preferably 4 weeks in advance) when staff substitution is desired. Shorter notice might be accommodated depending on DISTRICT staff availability.

Staff substitutes provided by DISTRICT shall meet the same qualifications and training standards as regular DISTRICT staff. MEMBER LIBRARY will ensure that substitutes receive orientation about its own policies and procedures, and familiarize them with expected duties.

DISTRICT will contact MEMBER LIBRARY to determine availability of Library District staff, the requested times/dates of coverage, the nature of the work, and necessary training.

DISTRICT will invoice MEMBER LIBRARY following the completion of the agreed-upon dates and times.

Exhibit F

LIBRARY STAFF SUBSTITUTION PROGRAM REQUEST FORM

Library: _____

Date: _____

Contact Name: _____

Phone Number: _____

Days/Times Requested (please be specific): _____

Position to be Filled (i.e., circulation clerk): _____

Additional Notes: _____

Request Approvals

Requesting Library Signature: _____

Library District Signature: _____

Please submit this form to:

YCFLD

Attn: Mishel Urias

1971 Commerce Center Circle, Suite D

Prescott, AZ 86301

To be completed by Library District:

Dates worked: _____

Hours worked: _____

Library invoiced on: _____

Exhibit G



DESIGNATED AUTOMATED SYSTEM CONSULTANT CONTACT FORM

As outlined in Section 4.3 of the Agreement for Library Support Services and Membership in the Yavapai Library Network, each Member Library shall designate an individual who can resolve computer problems and who is responsible for consulting with DISTRICT regarding matters relating to the operation of the automated system.

Please designate your Library's individual below:

Name of Member Library:		
Designated individual for resolving computer issues		
First	Last	Email