

RESOLUTION 93-235

LIBRARY SERVICE AGREEMENT

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE YAVAPAI COUNTY FREE LIBRARY DISTRICT:

BE IT RESOLVED by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona as follows:

That the Town shall execute the intergovernmental agreement dated June 16, 1993, with the Yavapai County Free Library District to receive direct library contributions of \$24,252.00 and book allowances of \$7,182.00 and to operate the Town Library as further required in the agreement.

PASSED, APPROVED AND ADOPTED by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona this 16th day of June, 1993.




Carter Rogers, Mayor

ATTEST:



Dane Bullard, Town Clerk

APPROVED AS TO FORM:



Ronald C. Ramsey, Town Attorney

YAVAPAI COUNTY LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT

This agreement is entered into between the YAVAPAI COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the Town of Camp Verde, hereinafter referred to as the "Town," and shall be for a period commencing July 1, 1993 to June 30, 1994.

WHEREAS, the Yavapai County Board of Supervisors has established a County Library District, pursuant to A.R.S. 48-3091, on June 1, 1987; and

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

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

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

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

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

1. All citizens of the District shall have full use of the library facilities and services.
2. The Town and the District shall cooperate in planning and implementing resource sharing activities acceptable to the District and the Town.
3. With respect to loans of District or State Library materials and equipment to the library, it is mutually understood that the District or State Library may impose on the Town any reasonable condition or restriction which the District deems necessary to ensure the proper use of these items for library services.
4. All library materials purchased with District funds are the property of the Town.

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

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

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

8. The Town agrees to the following conditions:

A. The Town shall require its library staff to maintain monthly circulation statistics and submit them to the District within five (5) calendar days of the month's end.

B. The Town shall use District funds specifically and solely for library materials and services. An annual written accounting shall be made to the District describing the manner and use of District funds as required by the District.

C. The Town shall require its library staff to promptly report to the District all losses or damages to library materials included in the Yavapai Library Network database.

D. The Town shall remain responsible for all terms and conditions of this agreement in the event that the Town transfers District funds to any other agency for the operation of the library. The Town shall provide the District a copy of a written agreement between the Town and the operating agency of the library.

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

- A. Professional assistance and consultation services.
- B. Continuing education opportunities for staff and volunteers.
- C. Loan of supplementary library materials and equipment.
- D. Coordination of county-wide library services.

10. The Town and the District acknowledge that the services to be performed have a value to the District and to the Town. In consideration of that value, the District agrees:

- A. To pay the Town the amount of \$24,252.00 in cash for library services and \$7,182.00 in cash for library materials.
- B. To pay these amounts in two (2) equal installments, November and May.

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

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

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

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

Town of CAMP VERDE

YAVAPAI COUNTY LIBRARY DISTRICT

Carter Rogers
Mayor

Chairman, Board of Directors

ATTEST:

ATTEST:

Dana Sullard
Town Clerk

Clerk of the Board

June 17, 1993
Date

Date

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

[Signature]
Town Attorney

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

Deputy County Attorney