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MEMORANDUM OF UNDERSTANDING AGREEMENT # 6000.600.YNG

GILA COUNTY LIBRARY DISTRICT EARLY LITERACY ADVOCACY AND OUTREACH GRANT

THIS AGREEMENT, made and entered into this 6 day of September**,** 2011, by and between the Gila County Library District, a political subdivision of the State of Arizona, hereinafter designated the **District,** and the Pleasant Valley Community Library Board of Directors, of the Community of Young, County of Gila, State of Arizona, hereinafter designated the **LIBRARY**.

WITNESSETH: That the **LIBRARY**, for and in consideration of the sum to be paid by the District, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES:

The Young Public Library will provide advocacy-outreach services in the Young community to advocate the importance of early literacy, provide training to parents/caregivers of children from birth to five years of age, not currently enrolled in the early literacy book program, and enroll children in the local area, in order to reach our District wide goal of enrolling 1,800 children. These local outreach advocates will be required to attend a mandatory planning, brainstorming and training session provided by the District to ensure that everyone is adequately trained and to expand ideas for reaching parents and children.

ARTICLE II –EARLY TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE III - INDEMNIFICATION CLAUSE: The **LIBRARY** shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the **LIBRARY** or any of its owners, officers, directors, agents, and employees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the **LIBRARY** to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the

Indemnitee, be indemnified by the **LIBRARY** from and against any and all claims. It is agreed that The **LIBRARY** will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, The **LIBRARY** agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the **LIBRARY** for the County.

ARTICLE IV – LEGAL ARIZONA WORKERS ACT COMPLIANCE: The **LIBRARY** hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to The **LIBRARY**'s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). The **LIBRARY** shall further ensure that each subcontractor who performs any work for the **LIBRARY** under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of The **LIBRARY** and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of The **LIBRARY**'s or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting The **LIBRARY** to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, The **LIBRARY** shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to The **LIBRARY** approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

LIBRARY shall advise each subcontractor of the County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractors hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractors is in compliance with these requirements. Any breach of this paragraph by Subcontractors will be deemed to be a material breach of this contract subjecting Subcontractors to penalties up to and including suspension or termination of this contract." Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of The **LIBRARY**. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of The **LIBRARY**'s approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which The **LIBRARY** shall be entitled to an extension of time, but not costs.

ARTICLE V – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The **LIBRARY** shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the **LIBRARY**. The **LIBRARY** shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VI – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the **LIBRARY** certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE VIII – TERM: The term of this agreement shall commence July 1, 2011 and shall remain in effect through June 30, 2012 unless terminated, canceled or extended as otherwise provided herein.

ARTICLE IX – PAYMENT: The Scope of Services as outlined above will be performed with a not-to-exceed budget of **$ 1,800.00.**

The District will distribute these funds in **two equal payments**, one half upon acceptance of this agreement by all parties, and the second one half to be disbursed between November 2011, and March 2012, upon receipt by the District of a progress report submitted by The LIBRARY that verifies the outreach and advocacy activities and work performed. It will further be the responsibility of The LIBRARY to submit a final completion report to the District within 30 days of completion of the project work.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the **LIBRARY**, the County agrees to pay the amount of not more than **$ 1,800.00** including all applicable taxes through the payment schedule as described above.

Memorandum Of Understanding AGREEMENT NO. 6000.600.YNG

GILA COUNTY:

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Michael A. Pastor, Chairman,
Gila County Library District Board of Directors

ATTEST:

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Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____

Bryan B. Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**

LIBRARY:

PLEASANT VALLEY COMMUNITY LIBRARY BOARD

_____

LIBRARY Signature

_____

Print Name