GILA COUNTY LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT
JULY 1, 2016 TO JUNE 30, 2017

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the Board of the TONTO BASIN PUBLIC LIBRARY, hereinafter referred to as the "Board" and shall be for a period commencing July 1, 2016 to June 30, 2017.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

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

WHEREAS, the Board operates and maintains a library and it is the desire of the Board to join the District and to continue as an established station of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating boards.

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

1. All citizens of the District shall have full use of the library facilities and services.

2. All library materials purchased with District funds by the Board, are the property of the Board.

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

4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are

caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.

5. The Board agrees to the following conditions:

   A. The Board shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District. District funds may not be accumulated from year to year for capital projects. The Board shall submit the annual FY17 Library budget to the District at the time of submission of this agreement. The Library will provide a year-to-date expenditure report to the District prior to the second payment by the District to the Board. An annual written accounting shall be made to the District describing the manner and use of funds as required by the District.

   B. Because the Board receives public monies from the District, the Board shall conduct all business meetings in accordance with Arizona Open Meeting Laws, A.R.S. 38-431 et seq.

   C. The Board shall require that the library maintain a minimum of 24 public service hours each week. These hours may be inclusive of official holidays observed by Gila County.

   D. The Board shall annually submit to the Arizona State Library, the Arizona Public Library Statistical Report as required by the State Library.

   E. The Board shall support resource sharing among libraries by participating in intra-library and inter-library services as a borrower and lender of library materials.

   F. The Board shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the station library.

   G. The Board agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the station library.

   H. The Board's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Board gives the District permission to apply for E-Rate on the Board's behalf. The Board agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary

Library District materials, if applicable, and other online functions as may be implemented.

I. The Board shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.

J. The Board shall require library staff or a representative to attend and participate in at least three of the four quarterly countywide librarians meetings each year.

K. Legal Arizona Workers Act Compliance

The Board hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Board's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Board shall further ensure that each subcontractor who performs any work for Board under this contract likewise complies with the State and Federal Immigration Laws.

The District shall have the right at any time to inspect the books and records of Board and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Board'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 Contract subjecting Board to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Board 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 as soon as possible so as not to delay project completion.

The Board shall advise each subcontractor of District's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor 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 District may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor 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 Board.

L. The Board hereby certifies that it is not currently engaged in, and will not for the duration of this agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification may result in action by District up to and including termination of this Agreement.

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

   A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.

   B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.

   C. Provide internet access (connectivity) for both library staff and public computers

   D. Coordination of countywide library development.

   E. Continuing education opportunities for staff and volunteers.

   F. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.

   G. Professional assistance and consultation services.

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

   A. To pay the Board an amount not to exceed $**70,000.00** for library services, for fiscal year 2017.

   B. To distribute this amount in two installments, November 2016, and May 2017.

8. This agreement may be renewed from year to year by mutual agreement of the parties involved.

9. 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.

10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.

11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Board agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Board. Conversely, the Library District agrees to deliver to the station library, by the date of termination, any books, materials, and equipment belonging to the station library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Board any books, materials and equipment belonging to the library which had been entrusted to the possession or control of another participating library.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

BOARD OF TONTO BASIN PUBLIC LIBRARY	GILA COUNTY LIBRARY DISTRICT
Diane D. Swanson	
Chairman of the Board	Chairman, Board of Directors
ATTEST:	ATTEST:
Carol R. Stice	
Secretary of the Board	Clerk of the Board
8/29/2016	
Date	Date

The foregoing agreement has been reviewed by the undersigned attorney for the Gila 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 Gila County.

Deputy County Attorney/Civil Bureau Chief