

AGREEMENT FOR BRANCH LIBRARY

This Agreement is entered into between Cochise County Library District, hereafter referred to as "LIBRARY DISTRICT", and the Valley Recreation Council, hereafter referred to as "COUNCIL".

WHEREAS, pursuant to A.R.S. 11-901 et seq., and 48-3801 et seq., the LIBRARY DISTRICT is a county-free library district; and

WHEREAS, pursuant to A.R.S. 11-909(A), the LIBRARY DISTRICT has authority to establish branch libraries throughout the county; and

WHEREAS, the COUNCIL owns a building suitable for the location of a branch library; and

WHEREAS, it is the desire of the parties to enter into a license agreement to allow the LIBRARY DISTRICT to use the COUNCIL'S building for a branch library;

IT IS AGREED THAT:

SECTION ONE

LICENSE

The COUNCIL grants to the LIBRARY DISTRICT the right to use their building for a branch library, which shall be open to all residents of Cochise County.

SECTION TWO

SPACE ALLOTTED

The LIBRARY DISTRICT shall have exclusive use of the annex building owned by the COUNCIL and located at 10550 N. Highway 191 for the operation of the branch library.

Library customers, staff, and volunteers will have continuous access to the adjacent Community Center restrooms during the hours the library is open. The LIBRARY DISTRICT will be able to schedule with the COUNCIL for use of the Community Center for special library events.

SECTION THREE

UTILITIES AND FIXTURES

The COUNCIL shall provide the LIBRARY DISTRICT with all the necessary utilities, such as gas and electricity, which are needed for the operation of the branch library. In addition, the COUNCIL may provide the LIBRARY DISTRICT with the necessary furniture, fixtures and equipment needed for the operation of the branch library, but it is expressly understood that the COUNCIL is not obligated to provide these items.

SECTION FOUR

HOURS OF OPERATION

The branch library shall be allowed to be open at such days and at such times as shall be agreed upon by the LIBRARY DISTRICT and the COUNCIL.

SECTION FIVE

VOLUNTEERS

It is expressly understood that the branch library will be staffed by volunteers, who will be under the direction and supervision of a Branch Coordinator hired by the LIBRARY DISTRICT. In this regard, the Branch Coordinator will provide the COUNCIL and the LIBRARY DISTRICT with a list of volunteers who will be working in the library and a list of individuals who have been issued keys. In operating the branch library, neither the LIBRARY DISTRICT nor any volunteer of the LIBRARY DISTRICT shall be considered an employee of the COUNCIL. However, both the LIBRARY DISTRICT and any volunteer of the LIBRARY DISTRICT will at all times conform to any and all COUNCIL rules and regulations pertaining to

the use and occupancy of the COUNCIL'S premises. The COUNCIL shall have the right to require the removal from the COUNCIL'S premises of any volunteer whose conduct shall be unsatisfactory to the COUNCIL.

SECTION SIX

BRANCH COORDINATOR

The LIBRARY DISTRICT will hire a qualified person to perform the functions of Branch Coordinator. The Branch Coordinator will arrange for the library to be open to the public at all regularly scheduled hours, recruit, train, and assign tasks to volunteer staff, provide general supervision and direction to them in the daily operation of the branch library, and act as liaison with the COUNCIL. The LIBRARY DISTRICT will invite the COUNCIL president or his/her delegate to participate on the interview panel when a new Branch Coordinator is to be hired.

SECTION SEVEN

CONSIDERATION

There shall be no exchange of monetary consideration between the LIBRARY DISTRICT and the COUNCIL in carrying out the provisions of this Agreement. Rather, in consideration for this Agreement the LIBRARY DISTRICT shall provide, through the branch library, books and other materials for the residents of the branch library community and Cochise County, as well as library services such as reference, interlibrary loan, and access to online resources. In addition, the LIBRARY DISTRICT will provide in-service training for volunteer staff and assistance with branch library projects.

The amount, time, place and manner of provision of such services shall be determined by the LIBRARY DISTRICT in consultation with the COUNCIL and with volunteer staff.

SECTION EIGHT

CONDITION AND MAINTENANCE OF PREMISES

The LIBRARY DISTRICT shall, at all times, keep the COUNCIL'S premises in good and sightly condition, insofar as it may be affected by LIBRARY DISTRICT'S operations hereunder. The COUNCIL will be responsible for janitorial service, maintenance, and repair of the annex building and the restrooms.

SECTION NINE

COMMUNITY INPUT

In order to give the community an opportunity to comment on the policies and services of the branch library, the LIBRARY DISTRICT will annually, or more frequently as needed, call a public meeting. This meeting may be held in conjunction with a meeting of the COUNCIL Board. The time, date, and agenda for each meeting will be posted at the branch library. In addition, the County Librarian will mail a notice of the meeting to the President of the COUNCIL, if the meeting is not a joint event.

SECTION TEN

INDEMNIFICATION

1. LIBRARY DISTRICT shall indemnify and hold the COUNCIL, its governing board members, employees and agents harmless from any and all claims for damages of any kind whatsoever including costs and attorney's fees, arising or in any manner occasioned by the negligence or intentional torts of the LIBRARY DISTRICT, its board members, employees and agents, in connection with the LIBRARY DISTRICT'S duties under the Agreement, or the LIBRARY DISTRICT'S use and occupancy of the COUNCIL'S premises, except to the extent the damages are caused by the negligence or intentional tortious actions of the COUNCIL, its

board members, employees and agents.

2. COUNCIL shall indemnify and hold LIBRARY DISTRICT, its board members, employees and agents, harmless from any and all claims for damages of any kind whatsoever, arising or in any manner occasioned by the negligence or intentional torts of the COUNCIL, its board members, employees and agents, in connection with the COUNCIL'S duties under the Agreement, except to the extent that the damages are caused by the negligence or intentional tortious actions of the LIBRARY DISTRICT, its board members, employees and agents.

3. The mutual indemnification provisions of this Section shall not apply with respect to the personal or real property of the parties; that is, the LIBRARY DISTRICT and the COUNCIL hereby waive any and all right to recovery from each other for loss to personal or real property belonging to the parties, or loss of use thereof, howsoever occurring, except that any library user shall be responsible for the care and return of any item borrowed from the branch library. The LIBRARY DISTRICT and the COUNCIL agree to notify their respective insuring companies of this mutual waiver provision.

SECTION ELEVEN

INSURANCE

1. LIBRARY DISTRICT agrees to take out and keep in force during the life of this Agreement, general liability insurance in such amounts as is necessary to protect against any liability incident to the duties of the LIBRARY DISTRICT under this Agreement, or the LIBRARY DISTRICT'S use and occupancy of the COUNCIL'S premises.

2. It is permissible for the LIBRARY DISTRICT to be a self insurer as to any required insurance. In the event that the LIBRARY DISTRICT elects to self insure, any and all losses shall be paid by the LIBRARY DISTRICT to the extent of the LIBRARY DISTRICT'S liability for loss, damage or otherwise.

3. The LIBRARY DISTRICT shall provide the COUNCIL with proof of liability insurance for its use of COUNCIL'S property.

4. The COUNCIL shall maintain and provide the LIBRARY DISTRICT with proof of sufficient liability insurance to cover its activities and obligations pursuant to this Agreement.

5. The COUNCIL, as owner of the premises, shall procure and maintain during the terms of this Agreement property damage insurance providing appropriate coverage for the premises.

6. The LIBRARY DISTRICT shall procure and maintain during the terms of this Agreement property damage insurance providing appropriate coverage for building contents owned by the LIBRARY DISTRICT.

SECTION TWELVE ASSIGNMENT

This Agreement is not assignable without the prior written consent of both parties. Any attempt to assign any of the rights, duties or obligations of this Agreement without prior written consent is void.

SECTION THIRTEEN TERMINATION

This Agreement may be terminated by either party for any reason by giving ninety (90) days written notice thereof to the other.

SECTION FOURTEEN OWNERSHIP OF PROPERTY

Each party shall remain sole owner of any property it owns at the outset of this

Agreement or of any property it acquires during the duration of the Agreement; no joint purchase of property is contemplated hereunder.

SECTION FIFTEEN

TERM OF AGREEMENT

This Agreement shall commence on the date it is filed with the Cochise County Recorder's Office and upon it becoming effective any previous Agreement shall be terminated. The initial term of the Agreement shall be for one year, and the Agreement shall be renewed automatically for successive one-year terms unless terminated as provided herein.

SECTION SIXTEEN

CANCELLATION

This Agreement may be canceled pursuant to A.R.S. 38-511, the applicable provisions of which are incorporated herein by reference.

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

APPROVED:
VALLEY RECREATION COUNCIL

10/18/06
DATE

By: Molly Jensen
PRESIDENT

ATTEST:

Peggy Kvorak
SECRETARY

11/07/06
DATE

APPROVED:
COCHISE COUNTY LIBRARY DISTRICT

APPROVED AS TO FORM:

Landysse B. Padee
Attorney, Cochise County
Library District

By: Richard Searle
CHAIRMAN, BOARD OF DIRECTORS