

## **COURIER DELIVERY SERVICES AGREEMENT**

**Contract # \_\_\_\_\_**

This Agreement for Courier Delivery Services (hereinafter this “Agreement”) with an effective date of July 1, 2024, is entered into by and between the Yavapai County Free Library District, a special taxing subdivision of the State of Arizona (hereinafter referred to as the “DISTRICT”), and Prescott Valley Public Library (hereinafter referred to as “LIBRARY”). DISTRICT and LIBRARY may each be referred to individually as a “Party” or “party,” and collectively as the “Parties” or “parties.”

### **RECITALS**

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

**WHEREAS**, the 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**, the 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**, LIBRARY is a member of the Yavapai Library Network, a group of specific libraries that collaborate with other specific libraries and entities in Yavapai County, Arizona, for library products and services and has entered into a Library Support Agreement with the DISTRICT.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, it is agreed:

- 1. Term.** This Agreement will commence on July 1, 2024, and will terminate on June 30, 2025, unless sooner terminated or further extended pursuant to the provisions of this Agreement. Thereafter, this Agreement will automatically renew for supplemental one-year terms of up to a maximum of five (5) supplemental one-year terms.
- 2. Termination.** The parties 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.
- 3. Non-appropriation of funds.** LIBRARY recognizes and acknowledges that the DISTRICT is a governmental entity and this Agreement’s validity is based upon the availability of public funding. Notwithstanding any other provision in this Agreement, in the event public funds are not appropriated for the performance of DISTRICT’s obligations under this

Agreement, then DISTRICT shall notify LIBRARY in writing of any such non-allocation of funds at the earliest possible date, and this Agreement will terminate or shall automatically expire without penalty to the DISTRICT. If the DISTRICT's allocation of funds is reduced, then the scope of this Agreement may be reduced, if appropriate and agreed to in writing by the Parties, or this Agreement may be cancelled.

#### **4. DISTRICT Obligations.**

- a. DISTRICT will provide courier services in accordance with the schedule and routes specified on Exhibit A attached hereto. DISTRICT will commit to consistent delivery times and make every effort to conform to the schedule provided to LIBRARY; however, DISTRICT reserves the right to change the schedule from time-to-time with seven (7) days advance written notice to LIBRARY.
- b. DISTRICT will provide, at no additional cost to LIBRARY, all labor, vehicles, gasoline, insurance and equipment as required to perform courier services in accordance with this Agreement.
- c. DISTRICT will provide a smoke and chemical free environment in an enclosed vehicle for the transport of all library materials and documents to and from designated locations as identified on Exhibit A attached hereto.
- d. DISTRICT warrants it has capacity to carry seventy (70) containers/totes per trip, but the total number of totes will vary depending on route and from week to week. If DISTRICT does not have enough capacity to carry any containers/totes in excess of 70 containers/totes per trip, LIBRARY understands and agrees that any excess containers/totes may be left until the next scheduled trip from that location.
- e. DISTRICT will provide all necessary containers/totes for the transport of LIBRARY materials.
- f. DISTRICT provided containers/totes for library materials will be primarily plastic measuring approximately 22 x 16 x 9 inches. Occasionally, additional packaged materials of varying sizes (both larger and smaller) will be allowed for transport at the sole discretion of DISTRICT.
- g. DISTRICT is not responsible for any damage or loss to property and items provided by LIBRARY. DISTRICT will promptly notify LIBRARY if it identifies any damage or loss.
- h. DISTRICT will notify LIBRARY in advance if for any reason a pick-up and delivery will not occur according to the schedule and routes on Exhibit A attached hereto, and LIBRARY acknowledges and agrees that DISTRICT does not provide courier services on Yavapai County holidays.
- i. DISTRICT may modify the schedule and routes on Exhibit A attached hereto to

accommodate additional stops or improve courier performance at its sole discretion.

- j. DISTRICT shall submit to LIBRARY on an annual basis itemized invoices or itemized credit from LIBRARY's contribution. LIBRARY shall pay DISTRICT within thirty (30) days of receipt of invoices.

## **5. LIBRARY Obligations.**

- a. LIBRARY will provide DISTRICT with keys and necessary security access to its LIBRARY locations.
- b. LIBRARY will pack all LIBRARY materials in DISTRICT provided containers/totes for transport by DISTRICT. LIBRARY will promptly notify DISTRICT if it identifies any damage or loss to containers/totes and if LIBRARY requires any additional containers/totes.
- c. LIBRARY will clearly designate the respective destination on each container/tote of LIBRARY materials to be transported.
- d. If LIBRARY does not or will not have LIBRARY materials ready for DISTRICT on a regularly scheduled pickup or delivery in accordance with the Courier Schedule and Routes on Exhibit A attached hereto, then LIBRARY shall still be obligated to pay for such scheduled pickup or delivery, but such library materials will not be transported until the next scheduled pickup.
- e. LIBRARY is responsible for any damage or loss to LIBRARY's property and items. LIBRARY will promptly notify DISTRICT if it identifies any damage or loss to LIBRARY's property.
- f. LIBRARY shall be responsible to pay for courier services either by invoice or from itemized statements in accordance with the Cost Distribution Formula outlined on Exhibit B attached hereto. If LIBRARY receives an invoice, it shall pay the DISTRICT within thirty (30) days of receipt of invoice.

- 6. **Insurance.** The parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a party upon request.

- 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. In the event that any claim is made against either party for acts or omissions of the other party, it is the intent of the Parties to cooperate in the defense of such claim and to the extent possible, cause their insurers to cooperate in such defense.

- 8. Notices.** All notices under this Agreement must be in writing and sent to the appropriate person. Notices will be deemed properly given if sent by certified U.S. mail, postage prepaid, return receipt requested, addressed as follows:

**DISTRICT**

Yavapai County Free Library District  
Attn: Corey Christians, Director  
1971 Commerce Center Circle, Ste. D  
Prescott, Arizona 86301

**LIBRARY**

Prescott Valley Public Library  
Attn: Casey Van Haren, Director  
7401 East Skoog Boulevard  
Prescott Valley, Arizona, 86314

DISTRICT and LIBRARY 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. Notice is effective on the date of actual receipt or three days after the date of mailing, whichever is earlier.

- 9. Independent Contractor.** The status of DISTRICT will be that of an independent contractor. Neither DISTRICT nor DISTRICT's officers, agents, employees, or volunteers will be considered an employee or volunteer of LIBRARY. DISTRICT will be solely responsible for DISTRICT's operation(s).
- 10. Assignment.** 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 the DISTRICT. Any such written consent may be withheld by DISTRICT at the sole discretion of the DISTRICT.
- 11. 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.
- 12. Third Parties.** Nothing in this Agreement shall be deemed to create any right in any person not a party hereto other than for DISTRICT and a permitted successor or assignee. This Agreement shall not be construed in any respect to be a contract in whole or in part for the

benefit of a third party.

- 13. 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.
- 14. Waiver.** No waiver of any default of DISTRICT or LIBRARY hereunder shall be implied from any omission or refusal to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in such express waiver and that only for the time and to the extent therein stated. One or more waivers by DISTRICT or LIBRARY of any term of this Agreement shall not be construed as a waiver of a subsequent breach or default of the same covenant, term or condition.
- 15. 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 laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. LIBRARY consents to the non-exclusive jurisdiction of courts situated in Yavapai County, Arizona, in any action arising under this Agreement.
- 16. Material Change in Law or Regulation.** Any changes in the governing laws, rules, or regulations that do not materially affect the parties' obligations under this Agreement will apply but do not require an amendment. In the event of adoption of legislation, regulations, or instructions 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. If DISTRICT and LIBRARY 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.
- 17. Severability/Unenforceable Provisions.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, 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.
- 18. Alternative Dispute Resolution.** In the event of any dispute, DISTRICT and LIBRARY 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.
- 19. Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.

- 20. 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.
- 21. 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 and opportunities, and all other applicable State Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take for affirmative action to ensure that applicants 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.
- 22. Americans With Disabilities Act.** LIBRARY 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.
- 23. 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, but not limited to, environmental laws.
- 24. Written Certification Pursuant to A.R.S. § 35-393.01.** If either Party engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, each Party certifies to the other that 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.
- 25. Written Certification Pursuant to A.R.S. §35-394.** The Parties certify to each other that they do not currently, and agree for the duration of the agreement 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 either Party becomes aware during the term of the agreement that the other Party is not in compliance with the written certification, that Party shall notify the non-compliant Party

within five business days after becoming aware of the noncompliance. If the non-compliant Party does not provide the notifying Party with a written certification that the non-compliant Party has remedied the noncompliance within 180 days after said notification of 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.

**26. 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.

**27. Entire Agreement.** This Agreement and the Contract Documents contain 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.

**28. 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.

**29. 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 "Courier Delivery Services Agreement" between the Yavapai County Free Library District and Prescott Valley Public Library 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

\_\_\_\_\_  
Craig L. Brown, Chairman 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: \_\_\_\_\_

**LIBRARY:** \_\_\_\_\_, a(n) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kell Palguta, Mayor  
Town of Prescott Valley

Date: \_\_\_\_\_



## **EXHIBIT A COURIER SCHEDULE AND ROUTES**

### **EAST ROUTE – MONDAYS, WEDNESDAYS, AND FRIDAYS (except for Yavapai County holidays)**

Library District to	Prescott Valley Public Library (& PVA2) 7401 East Skoog Blvd, Prescott Valley
Prescott Valley to	Cottonwood Public Library (MUHS too) 100 S 6th Street, Cottonwood
Cottonwood to	Sedona Public Library 3250 White Bear Road, Sedona
Sedona to	SPL in the Village of Oak Creek 25 W. Saddlehorn Rd, Sedona
Village of Oak Creek to	[Mondays only] Beaver Creek Library @ Beaver Creek School 4810 E. Beaver Creek Road, Rimrock
Beaver to	Camp Verde Community Library (CVUSD & CVLAB too) 130 Black Bridge Loop Road, Camp Verde
Camp Verde to	Library District 1971 Commerce Center Circle, Prescott

### **EAST ROUTE PLUS CORRIDOR – TUESDAYS AND THURSDAYS (except for Yavapai County holidays)**

Library District to	Prescott Valley Public Library (& PVA2) 7401 East Skoog Blvd, Prescott Valley
Prescott Valley to	Clark Memorial Library (Jerome too) 39 N Ninth Street, Clarkdale
Clarkdale to	Cottonwood Public Library (MUHS too) 100 S 6th Street, Cottonwood
Cottonwood to	Sedona Public Library 3250 White Bear Road, Sedona
Sedona to	Sedona/Village of Oak Creek Library 25 W. Saddlehorn Rd, Sedona

Village of Oak Creek to	[Thursdays only] Beaver Creek Library @ Beaver Creek School 4810 E. Beaver Creek Road, Rimrock
Beaver Creek to	Camp Verde Community Library (includes CVUSD and CVLAB) 130 Black Bridge Loop Road, Camp Verde
Camp Verde to	Black Canyon City Community Library 34701 S Old Black Canyon Hwy, Black Canyon City
Black Canyon City to	Cordes Lakes Public Library 15989 S Cordes Lakes Drive, Cordes Lakes
Cordes Lakes to	Spring Valley Public Library 17300 E Mule Deer Drive, Spring Valley
Spring Valley to	Mayer Public Library (includes MES) 10004 Wicks Avenue, Mayer
Mayer to	Dewey-Humboldt Public Library 2735 S Corral Street, Dewey-Humboldt
Dewey-Humboldt to	[HUSD Second Run on Tuesdays] Library District

**WEST ROUTE – WEDNESDAYS AND FRIDAYS (except for Yavapai County holidays)**

Library District to	Paulden Public Library 16 W Big Chino Road, Paulden
Paulden to	Ash Fork Public Library 450 W Lewis Avenue, Ash Fork
Ash Fork to	Seligman Public Library 54170 N Floyd Street, Seligman
Seligman to	Bagdad Public Library 700 Palo Verde #C, Bagdad
Bagdad to	Congress Public Library 26750 Santa Fe Road, Congress
Congress to	Yarnell Public Library 22278 South Highway 89, Yarnell
Yarnell to	Wilhoit Public Library 9325 Donegal Drive, Suite B, Wilhoit

**HUMBOLDT UNIFIED SCHOOL DISTRICT FIRST RUN - MONDAYS (except for Yavapai County holidays)**

Library District to	Coyote Springs Elementary 6625 N. Cattletrack Road, Prescott Valley
Coyote Springs to	Mountain View Elementary 8601 E. Loos Drive, Prescott Valley
Mountain View to	Liberty Traditional School 3300 N. Lake Valley Road, Prescott Valley
Liberty Traditional to	Lake Valley Elementary 3900 N. Starlight Drive, Prescott Valley
Lake Valley to	Glassford Hill Middle School 6901 E. Panther Path, Prescott Valley
Glassford Hill to	Bradshaw Mountain High School 6000 E. Long Look Drive, Prescott Valley
Bradshaw Mountain H.S.	Granville Elementary 5250 Stover Drive, Prescott Valley
Granville Elementary to	Library District

**HUMBOLDT UNIFIED SCHOOL DISTRICT SECOND RUN - TUESDAYS (except for Yavapai County holidays)**

Dewey-Humboldt to	Humboldt Elementary School 2750 Corral Street, Humboldt
Humboldt Elementary to	Bradshaw Mountain Middle School 12255 E. Turquoise Circle, Dewey
Bradshaw Mountain M.S. to	Library District

## EXHIBIT B COST DISTRIBUTION FORMULA

Costs will be determined utilizing several factors that are performance based. This method ensures fair distribution of costs. The factors, their description and their percentage of the total are as follows:

Factor	Weight	Running Total
Base Amount	25%	25%
Miles from Sorting Facility to Drop-off Library	25%	50%
Annual Transits	20%	70%
Weekly Runs	30%	100%

The percentages are applied to the overall cost of courier services.

An example application of the formula (values for factors are for demonstration of the formula only and are not based on actual values):

EXAMPLE COURIER COST DISTRIBUTION FORMULA (NOT BASED ON ACTUAL VALUES)									
Library	Base Amt	25%	Miles from start	25%	Transits (Borrowed)	20%	Runs	30%	Anticipated
Library 1	1	\$892.86	50	\$1,008.06	4000	\$145.93	2	\$468.75	\$2,515.60
Library 2	1	\$892.86	60	\$1,209.68	20000	\$729.66	6	\$1,406.25	\$4,238.45
Library 3	1	\$892.86	65	\$1,310.48	25000	\$912.08	5	\$1,171.88	\$4,287.29
Library 4	1	\$892.86	10	\$201.61	50000	\$1,824.15	6	\$1,406.25	\$4,324.87
Library 5	1	\$892.86	40	\$806.45	8000	\$291.86	6	\$1,406.25	\$3,397.42
Library 6	1	\$892.86	40	\$806.45	30000	\$1,094.49	6	\$1,406.25	\$4,200.05
Library 7	1	\$892.86	45	\$907.26	50	\$1.82	1	\$234.38	\$2,036.31
Total	7	\$6,250.00	310	\$6,250.00	137050	\$5,000.00	32	\$7,500.00	\$25,000.00