

**AGREEMENT BETWEEN YAVAPAI COUNTY BY AND THROUGH THE
YAVAPAI COUNTY FREE LIBRARY DISTRICT AND
_____ FOR RADIO FREQUENCY
IDENTIFICATION (RFID) AND AUTOMATED MATERIALS
HANDLING (AMH)**

This Agreement ("Agreement") is entered into as of _____, 2025, between Yavapai County by and through the Yavapai County Free Library District, ("Library"), a political subdivision of the State of Arizona, and _____, a _____ ("Vendor"), hereafter referred to together as the "Parties."

RECITALS

- A. WHEREAS the Library desires to obtain Radio Frequency Identification (RFID) and Automated Materials Handling (AMH) products and services for purposes including but not limited to a Radio Frequency Identification (RFID) and Automated Materials Handling (AMH) system, or similar system (hereafter referred to as an RFID and AMH), as more specifically and thoroughly set forth in the RFP Packet including, but not limited to, the Scope of Work, Special Terms and Conditions, and Uniform Terms and Conditions. The RFP Packet is attached hereto as Attachment #1, and is incorporated into this Agreement by reference, and the terms, conditions, requirements, and obligations therein are made part of this Agreement as if fully set forth herein. Said RFP Packet may be referred to hereinafter as "Attachment #1".
- B. WHEREAS Vendor is a third-party provider that supplies such RFID and AMH products and services.
- C. WHEREAS Vendor has responded to the RFP Solicitation #25-001 (the "RFP") for the Radio Frequency Identification (RFID) and Automated Materials Handling (AMH) products and services and has been determined to be the successful bidder, and has provided the Response Packet to same, with the RFP containing the terms, conditions, and descriptions of the products and services required by the Library, and setting forth terms, conditions, and descriptions of services to be provided by Vendor.
- D. WHEREAS Yavapai County's Procurement Policy directs formal procurement for purchase of goods or services with an expenditure in excess of \$50,000.00, and thus this matter was posted for competitive bidding by way of Request for Proposals, thus satisfying Procurement Policy.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, and the mutual promises and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to become legally bound, hereby agree as follows:

1. Term of Agreement / Termination / Renewal:

- A. The Term of this Agreement shall consist of the period of time contemplated in the RFP Packet, attached hereto as Attachment #1 at Special Terms and Conditions paragraph 3; and any termination or renewal shall be in accordance with the terms in Attachment #1 as set forth at Special Terms and Conditions paragraph 3, Special Terms and Conditions paragraph 13.2, Special Terms and Conditions paragraph 21.2, Uniform Terms and Conditions paragraph 2.10, Uniform Terms and Conditions paragraph 7 inclusive of all subsections thereof, Uniform Terms and Conditions paragraph 8 inclusive of all subsections thereof, Uniform Terms and Conditions paragraph 11.2, and paragraph 11 of this Agreement, hereinbelow.

2. Scope of Work: Terms, Conditions, and Specifications

Vendor shall provide County with the Radio Frequency Identification (RFID) and Automated Materials Handling (AMH) products and services as described in the RFP Packet, attached hereto as Attachment #1, and in accordance with all terms, provisions, and conditions set forth therein.

3. Conflict / Order of Precedence of Documents:

The Order of Precedence of documents is set forth in the RFP Packet, attached hereto as Attachment #1 at Uniform Terms and Conditions at paragraph 1.3. Notwithstanding anything contained in this Agreement, and/or any exhibits, attachments, amendments, quotes, documents incorporated by reference, and/or addenda, if there is any conflict between this Agreement and Attachment #1, the terms of this Agreement shall control.

4. Payments / Compensation:

Payment for goods and services provided by Vendor pursuant to this Agreement shall be in accordance with the terms, provisions, and conditions provisions set forth in the RFP Packet, attached hereto as Attachment #1.

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5. Entire Agreement:

This Agreement with its Attachment #1 contains 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 replaces all prior contracts, negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by both Parties.

6. Confidentiality:

Notwithstanding anything contained in this Agreement, and any exhibits, attachments, amendments, quotes, documents incorporated by reference, and/or addenda, Vendor understands and acknowledges that Library is a public entity and is required to place this Agreement and any exhibits / attachments / amendments / addenda on a public agenda for approval, and Vendor agrees that same shall not be considered a breach of any confidentiality restrictions or other terms of this Agreement. Vendor furthermore understands and acknowledges that Library may be required by Arizona's Public Records Law; a valid order of a court or other governmental body; or by oral questions, interrogatories, requests for information or documents, subpoenas or other process to disclose information and documents including but not limited to the following: this Agreement, and exhibits, attachments, quotes, documents incorporated by reference, amendments, addenda, documentation relating to this Agreement and software, services, or products provided, delivered, or contemplated relating to this Agreement, and/or non-privileged communications. The fact a document is marked "confidential" or designated as "Confidential Information" may not affect Library's requirement to release the "confidential" information / "Confidential Information", and Vendor agrees that disclosure of same pursuant to requirements of Arizona's Public Records Law; a valid order of a court or other governmental body; or by oral questions, interrogatories, requests for information or documents, subpoenas or other process to disclose shall not be considered a breach of any confidentiality restrictions or other terms of this Agreement.

7. 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 (1) personal delivery or (2) U.S. mail, postage prepaid, return receipt requested, addressed as follows:

To Library:

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

To Vendor:

8. Headings and Construction of Agreement:

In construing this Agreement, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm, or association.

9. Fair Meaning:

This Agreement is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

10. Compliance with Law.

Vendor shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including environmental laws. Vendor furthermore agrees that Vendor shall comply with all federal, state, and local laws, statutes, ordinances, codes, regulations, and relating to patron privacy and library-specific privacy matters.

11. Material Change in Law or Regulation:

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 Vendor 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.

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12. 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.

13. 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.

APPROVALS

The 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 "Agreement Between Yavapai County by and through the Yavapai County Free Library District _____" 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.

YAVAPAI COUNTY, BY AND THROUGH
THE YAVAPAI COUNTY
FREE LIBRARY DISTRICT

Library

1971 Commerce Center Circle, Suite D
Prescott, Arizona, 86301

Vendor

By: _____
Mary Mallory
Printed Name

By: _____

Printed Name

Chairman, Board of Directors of the
Yavapai County Free Library District

Title

Date

Date

Agreement Between Yavapai County by and through the Yavapai County Free Library District and _____ for
Radio Frequency Identification (RFID) and Automated Materials Handling (AMH)

ATTEST:

Jayne Rush, Clerk of the Board