



TOWN OF JEROME

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AGENDA

SPECIAL COUNCIL MEETING OF THE TOWN OF JEROME COUNCIL CHAMBERS, JEROME TOWN HALL 600 CLARK STREET, JEROME, ARIZONA

MONDAY, SEPTEMBER 22, 2025, AT 5:30 PM

Due to the length of this meeting, Council may recess and reconvene at the time and date announced.

Pursuant to A.R.S. 38-431.02 notice is hereby given to the members of the Council and to the General Public that the Jerome Town Council plans to hold the above meeting. Persons with a disability may request an accommodation such as a sign language interpreter by contacting Kristen Muenz, Deputy Clerk, at 928-634-7943. Requests should be made early enough to allow time to arrange the accommodation. For TTY access, call the Arizona Relay Service at 800-367-8939 and ask for the Town of Jerome at 928-634-7943.

Notice is hereby given that pursuant to A.R.S. 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the Town Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the Town Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the Town will assume that the rights afforded parents pursuant to A.R.S. 1-602.A.9 have been waived.

We acknowledge we are on the traditional lands of the Yavapai and Apache People and we, the Town of Jerome, pay respect to the elders both past and present.

1. CALL TO ORDER/ROLL CALL

Mayor/Chairperson to call meeting to order
Town Clerk to call and record the roll.

2. NEW BUSINESS

Discussion/Possible Action

A. Consideration of an Agreement for Library Support Services Between Yavapai County Free Library District and the Town of Jerome Public Library

Council will consider and may approve the agreement.

3. UNFINISHED BUSINESS

Discussion/Possible Action

A. Consider Removing from the Table and Continued Discussion and Possible Staff Direction / Action Regarding the Issuance of a RFQ / Invitation for Bids for Advanced Automatic Metering Infrastructure for Water Meters

Council will discuss and may provide staff direction through a motion.

4. ADJOURNMENT

The Town Council may recess the public meeting and convene in Executive Session for the purpose of discussion or consultation for legal advice with the Town Attorney, who may participate telephonically, regarding any item listed on this agenda pursuant to A.R.S. § 38-431.03 (A)(3). The Chair reserves the right, with the consent of Council, to take items on the agenda out of order.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that this notice and agenda was posted at the following locations on or before 7 p.m. on _____ in accordance with the statement filed by the Jerome Town Council with the

Jerome Town Clerk: (1) 970 Gulch Road, side of Gulch Fire Station, exterior posting case; (2) 600 Clark Street, Jerome Town Hall, exterior posting case; (3) 120 Main Street, Jerome Post office, interior posting case.

Kristen Muenz, Deputy Town Clerk

File Attachments for Item:

A. Consideration of an Agreement for Library Support Services Between Yavapai County Free Library District and the Town of Jerome Public Library

Council will consider and may approve the agreement.

**AGREEMENT FOR LIBRARY SUPPORT SERVICES
AND MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK
BETWEEN THE YAVAPAI COUNTY FREE LIBRARY DISTRICT AND**

This Agreement for Library Support Services and Membership in the Yavapai Library Network (hereinafter referred to as this "Agreement") is made and entered into with an effective date of July 1, 2025, by and between the Yavapai County Free Library District, a special taxing subdivision of the State of Arizona (hereinafter referred to as "DISTRICT"), and _____, a(n) Arizona corporation/political subdivision of the State of Arizona (hereinafter referred to as "MEMBER LIBRARY"). DISTRICT and MEMBER LIBRARY may each be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

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

WHEREAS, DISTRICT, various municipalities, boards, and other entities recognize the need to cooperate in the provision of library services and have since 1985 formed a consortium of public, school, academic, and special libraries known as the Yavapai Library Network (hereinafter referred to as "YLN"); and,

WHEREAS, YLN better serves the needs of libraries in Yavapai County through mutual cooperation, resource sharing, and the use of common technology standards for library products and services; and,

WHEREAS, MEMBER LIBRARY wishes to become a member of the YLN and participate in the YLN, and, if a school library, is authorized to do so pursuant to A.R.S. § 15-362(D); and,

WHEREAS, MEMBER LIBRARY wishes to join together with DISTRICT and YLN to cooperate in the provision of library products and services in Yavapai County; and,

WHEREAS, MEMBER LIBRARY is classified as a(n):

- ☐ PUBLIC LIBRARY, which is a library, open to the general public, that does not charge Yavapai County residents to obtain a library card or checkout an item that is available for checkout in any library in the Yavapai Library Network;

☐ **SCHOOL LIBRARY**, which is a library that only serves K-12 students, faculty, and staff that attend the school or are part of the school district where the library is located. A School Library is not open to the general public but circulates materials to its students, faculty, and staff at the school, and to patrons of other member libraries through Transit.

☐ **ACADEMIC LIBRARY**, which is a library that supports a college or university, that may or may not be open to the general public, and serves the students, faculty, and staff of the college or university; or

☐ **SPECIAL LIBRARY**, which is a library that gives the general public access to its collection, but does not allow items in its collection to leave the library premises; and,

WHEREAS, the Parties have determined that it is in their mutual interest to enter into an agreement whereby DISTRICT shall provide data services, support, and other library services to MEMBER LIBRARY, and MEMBER LIBRARY will provide library services to the public in Yavapai County and fulfill certain duties and obligations to DISTRICT, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals 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, agree as follows:

1. **Term of Agreement.** The initial term of this Agreement shall commence on July 1, 2025, and shall continue through June 30, 2026. Thereafter, this Agreement shall automatically renew for supplemental one-year terms of up to a maximum of five (5) one-year terms, unless otherwise terminated sooner pursuant to the terms contained herein.

2. **Termination.**

2.1. **Termination for Convenience/Without Cause.** Either Party 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. Termination for Convenience / Without Cause is unavailable to MEMBER LIBRARY if MEMBER LIBRARY joined the YLN using DISTRICT funds or grants obtained by DISTRICT which allowed a new member to join at no or reduced cost. This unavailability is applicable for the first three complete years of membership.

2.2. **Termination for Breach.** In the event of a breach of any term or condition of this Agreement by any Party, the Party claiming a breach shall provide written notice to the Party for which a breach is alleged, with said notice setting forth the factual basis for the determination that a breach has occurred. If the alleged breach is not remedied within fifteen (15) days of receipt of the notice by the Party for which a breach is alleged, this Agreement may terminate, at the option of the Party alleging a breach.

- 2.3. Residual Obligations.** Unless otherwise expressly agreed by the Parties, all obligations of the Parties, including payment of charges and fees, for the fiscal year during which termination or non-renewal is effective shall remain in full force and effect and binding on the respective Parties. MEMBER LIBRARY agrees to forfeit any right, title, or interest in tangible or intangible monies, materials, equipment, or property contributed or allocated to the YLN if MEMBER LIBRARY terminates this Agreement or is no longer a member of the YLN.
- 2.4. Cancellation for 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.
- 3. DISTRICT Duties and Obligations for Library Support Services.** DISTRICT hereby agrees to:
- 3.1.** Assign, within budgetary and resources limitations, technical, professional, and management staff to meet the normal service requirements of MEMBER LIBRARY and YLN. Examples of normal service requirements include cataloging, routine system maintenance, upgrades, backups, and recovery.
 - 3.2.** Timely notify MEMBER LIBRARY of system changes and scheduled system outages.
 - 3.3.** Work cooperatively with vendors, MEMBER LIBRARY, YLN, and others to ensure compliance with industry standards and to ensure the success of on-going system operations.
 - 3.4.** Act as YLN's host, fiscal, and administrative agent to ensure continued delivery of library services to MEMBER LIBRARY and to facilitate the stability and operations of YLN.
 - 3.5.** Provide dedicated hardware and software resources to be housed in a secure environment and incorporate sufficient bandwidth to the data center designated by the DISTRICT or to a vendor's hosted location if so designated by DISTRICT, to be designated at the direction of DISTRICT, to allow MEMBER LIBRARY to readily access the resources of the YLN.
 - 3.6.** Provide periodic operational status reports to inform MEMBER LIBRARY of the nature, type, and status of services being rendered by DISTRICT.
 - 3.7.** Provide technical management services for YLN systems including, but not limited to, maintenance and systems administration that supports the operation of the Integrated Library System (ILS).
 - 3.8.** Evaluate all equipment that interfaces directly with DISTRICT or YLN services to ensure compatibility.
 - 3.9.** Apply enhancements to the ILS, with the advice and recommendations of the YLN Steering Committee, deemed necessary.
 - 3.10.** Allocate financial resources, as DISTRICT deems necessary, for the stability, growth, and enhancement of YLN.

- 3.11. Gather statistics and other information, as required, for establishing annual billing amounts payable by MEMBER LIBRARY to ensure the continuity of YLN operations. Statistics gathered will be based on a full calendar year, if possible.
 - 3.12. Provide MEMBER LIBRARY an estimated annual cost of operation assessment with anticipated benefits for MEMBER LIBRARY no later than January 15 each year.
 - 3.13. Provide MEMBER LIBRARY an annualized invoice for MEMBER LIBRARY's Membership Fee no later than March 15 each year in accordance with the methodology in the "MEMBERSHIP FEE" document attached hereto as Exhibit A.
 - 3.14. Notify MEMBER LIBRARY of any determination by DISTRICT to withdraw from oversight of and/or participation in YLN no less than 1 year prior to the effective date of any such determination.
 - 3.15. Additional duties and obligations if MEMBER LIBRARY is a School Library or Academic Library, as more fully described on the "REQUIREMENTS FOR DISTRICT AND MEMBER LIBRARY IF MEMBER LIBRARY IS A SCHOOL LIBRARY OR ACADEMIC LIBRARY" document attached hereto as Exhibit B.
 - 3.16. Provide MEMBER LIBRARY or MEMBER LIBRARY's governing authority equipment and materials that are of nominal value, or that directly support the library at no cost to the MEMBER LIBRARY, at the sole discretion of the DISTRICT'S Director.
4. **MEMBER LIBRARY Duties and Obligations for Library Support Services.** MEMBER LIBRARY hereby agrees to:
- 4.1. Coordinate with DISTRICT prior to the acquisition of any hardware or software intended to interface with YLN designated systems to ensure proper functionality, compatibility, and security for MEMBER LIBRARY.
 - 4.2. Understand that DISTRICT reserves the right to decline to connect any hardware and/or software determined by DISTRICT, in its sole discretion, to be out of compliance with the functionality specifications or compatibility requirements of DISTRICT or YLN.
 - 4.3. Designate an individual who can resolve computer problems and who is responsible for consulting with DISTRICT regarding matters relating to the operation of the automated system (form to be completed is attached hereto as Exhibit G).
 - 4.4. Purchase, operate, and maintain, at MEMBER LIBRARY's sole expense, its circulation, cataloging, and public access stations and telecommunications equipment.
 - 4.5. Provide, at MEMBER LIBRARY's sole expense, Internet connectivity with sufficient bandwidth to meet MEMBER LIBRARY's needs and any requirements established by DISTRICT or YLN.

- 4.6. Pay all fees and charges pursuant to this Agreement no later than 60 days following receipt of an invoice for said fees or charges.
- 4.7. At MEMBER LIBRARY'S discretion, provide and transfer ownership of materials of nominal value to any other MEMBER LIBRARY such as books, DVDs, periodicals, or other items meant for circulation in a library.
5. **Membership in YLN and Duties and Obligations for Membership in the YLN.** Under the terms of this Agreement, DISTRICT and MEMBER LIBRARY are members of the YLN and as members of the YLN, the Parties agree to:
 - 5.1. Adhere to all YLN governing documents, including, but not limited to, bylaws, policies, rules, and guidelines.
 - 5.2. Contribute bibliographic and holdings data into the ILS.
 - 5.3. Protect the security and access to the catalog and further agree to comply with YLN protocols with regard to cataloging as outlined in the YLN Cataloging Manual.
 - 5.4. Comply with the requirements for conversion and authority control and to supplemental inclusion of foreign or locally constructed databases.
 - 5.5. Comply with industry cataloging standards and techniques in order to ensure compatibility with the standards and practices of DISTRICT and YLN.
 - 5.6. Adhere to practices and procedures as outlined in the YLN Circulation Manual.
 - 5.7. Have access to the YLN catalog of shared items that shall be available for use.
 - 5.8. Allow members of the general public to use its premises to view and use materials available in the online catalog, except if MEMBER LIBRARY is a School Library or an Academic Library not open to the general public.
 - 5.9. Participate in sharing library materials with and between all YLN members, except if MEMBER LIBRARY is a Special Library.
 - 5.10. Be a pick-up and a drop-off location for library materials to and from other YLN members, except if MEMBER LIBRARY is a Special Library.
 - 5.11. At all times maintain the privacy and confidentiality of library users and patrons acting in compliance with all privacy laws, including A.R.S. § 41-151.22 and, if applicable, those specifically relevant to students as covered under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. Part 99. DISTRICT and MEMBER LIBRARY acknowledge that violations of user privacy may be subject to civil penalties and criminal prosecution. The DISTRICT and MEMBER LIBRARY acknowledge that each are exempt from the requirements of A.R.S. § 15-102(A)(3).

- 5.12.** Participate in the YLN Steering Committee, which shall act as a general oversight and guidance body in accordance with YLN governing documents and as outlined on the "YLN STEERING COMMITTEE" document attached hereto as Exhibit D.
- 5.13.** Participate in the functions and activities of the YLN Steering Committee.
- 5.14.** Designate a representative to serve on the YLN Steering Committee (form to be completed is Exhibit C).
- 5.15.** DISTRICT providing a secretary for taking minutes at YLN Steering Committee Meetings.
- 5.16.** The duties and obligations of the YLN Steering Committee as follows:
- 5.16.1.** The YLN Steering Committee shall allocate funds collected from the Membership Fee as determined to be necessary for the stability, growth, and enhancement of YLN and MEMBER LIBRARY.
 - 5.16.2.** The YLN Steering Committee shall determine the total annual amount of funds to be collected for the Membership Fee in accordance with Exhibit A. For example, the total amount to be collected for FY 2024-25 is \$200,000.
 - 5.16.3.** The YLN Steering Committee shall have as its ex officio member the DISTRICT Library Network Manager/YLN Administrator.
 - 5.16.4.** All decisions of the YLN Steering Committee must be ratified by the DISTRICT Director to be in effect.
 - 5.16.5.** The YLN Steering Committee, through its policies and procedures, may place additional requirements on YLN membership and on the duties and obligations of membership.
- 5.17.** Form a YLN Executive Committee in accordance with YLN governing documents.
- 5.18.** DISTRICT providing a secretary for taking minutes at YLN Executive Committee Meetings.
- 5.19.** Maintain a YLN Fund. MEMBER LIBRARY and DISTRICT shall pay a Membership Fee to DISTRICT with the amount to be determined annually as set forth in Exhibit A. All monies collected will be deposited in the Yavapai County Library Network Fund (hereinafter referred to as "YLN Fund") of which DISTRICT is the custodian. The YLN Steering Committee shall have sole discretion on how the YLN Fund is expended. The YLN Fund does not have to be fully expended each year and can roll over.
- 5.20.** The purpose of the YLN Fund as follows:
- 5.20.1.** Ensure the continued stability and viability of the YLN.

5.20.2. Allow for service expansions.

5.20.3. Upgrade technology to ensure the provision of existing services.

5.21. The YLN Fund being expended in the following areas:

5.21.1. Technology purchases.

5.21.2. Library-related service expansions.

5.21.3. Special Projects.

5.21.4. Professional development and continuing education.

5.22. Have the YLN Fund pay for (or partially pay for, if YCFLD funds are determined by the YCFLD Board of Directors to be available and are approved by the Board for such expenditure), a cataloging position at DISTRICT that is dedicated to the YLN to lead technical services, monitor and maintain the bibliographic database, provide training on cataloging processes and standards to the members of the YLN, and attend YLN meetings as needed. The cataloging position shall require a Master's in Library Science, Master's in Library and Information Science, or a related field and at least three (3) years of experience cataloging or training personnel in a library or library system, pursuant to a job description approved by DISTRICT and the YLN Steering Committee. Should a viable candidate not be found using the aforementioned criterion, other criterion may be used as approved by the DISTRICT Director, who will consider input on said other criterion from the YLN Administrator, the YLN Steering Committee, and the YLN Cataloging Committee.

5.23. Have the YLN Fund pay for additional positions dedicated to the YLN pursuant to job descriptions approved by DISTRICT and the YLN Steering Committee.

5.24. MEMBER LIBRARY forfeiting any right, title, or interest in tangible or intangible monies, materials, equipment, or property contributed or allocated to the YLN or the YLN Fund if MEMBER LIBRARY terminates this Agreement or is no longer a member of the YLN.

5.25. The YLN Fund and all items purchased with the YLN Fund being transferred to another entity if the YLN's administrative and fiscal functions are transferred to such other entity. Such a transfer would require the approval of the Yavapai County Free Library District Board of Directors and the YLN Steering Committee.

5.26. The YLN Fund and all items purchased with the YLN Fund becoming the property of DISTRICT if the YLN dissolves. This is in consideration of DISTRICT's provision of services pursuant to this Agreement.

6. Insurance. The Parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a Party upon request.

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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.

Notwithstanding the paragraph directly above: With regard to the transfer or disposal of materials and/or technology, the transferring / disposing Party shall ensure that such transfer or disposal is conducted in accordance with all applicable Federal, State, and Local laws, statutes, ordinances, codes, rules, regulations, policies, and lawful orders of public authorities. This includes, but is not limited to, data destruction and sanitization requirements to ensure compliance with FERPA, HIPAA, Library Privacy laws, and similar information and data protection and privacy regulations, and to prevent intellectual property infringement, identity theft, or other inappropriate dissemination of protected / private information. Any Party who fails to comply the above-referenced requirements relating to transfer or disposal of materials and/or technology shall be solely responsible for any claims, causes of action, liability, penalties, damages, costs, losses, or expenses (including but not limited to attorney fees and other litigation costs and expenses), from any party, for any type of personal injury, bodily injury, death, property damage, economic damage, loss, expense, harm, or any other monetary or non-monetary claim, known or unknown, now or in the future, which arise due to failure of the transferring / disposing Party to comply with the above-referenced requirements. In such instances, the Mutual Indemnification provision in the paragraph directly above shall not apply.

8. **Notices.** All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

DISTRICT:

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

MEMBER LIBRARY:

The Parties 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.

9. **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.

- 10. Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT or MEMBER LIBRARY. This Agreement is not intended to benefit any third party.
- 11. Assignment.** MEMBER 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 DISTRICT, which may be withheld at the sole discretion of DISTRICT. Any purported assignment of rights or delegation of performance in violation of this section is void.
- 12. 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 environmental laws.
- 13. Fingerprint and E-verify.** If required, and only to the extent required, the Parties shall comply with the fingerprinting provisions in A.R.S. § 15-512(H) and the e-verify provisions in A.R.S. § 41-4401.
- 14. 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 opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for 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.
- 15. Americans With Disabilities Act.** The Parties 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.
- 16. 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.

17. **Workers' Compensation.** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdiction he is then working, as provided by A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. The Parties herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.
18. **Written Certification Pursuant to A.R.S. § 35-393.01.** If a Party engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, that Party certifies 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.
19. **Written Certification Pursuant to A.R.S. §35-394.** Each Party certifies that it does not currently, and agrees for the duration of the contract that it 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 a Party becomes aware during the term of the contract that the Party is not in compliance with the written certification, that Party shall notify the other Party within five business days after becoming aware of the noncompliance. If the non-compliant Party does not provide the other Party with a written certification that the non-compliant Party has remedied the noncompliance within 180 days after notifying the other Party of the 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.
20. **Alternative Dispute Resolution.** In the event of any dispute under this Agreement, the Parties 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.
21. **Waiver of Jury Trial/Waiver of Attorneys' Fees.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement. The Parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither Party shall be entitled to an award of attorneys' fees, either pursuant to this Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, or common law.
22. **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 Parties agree to bring any legal

proceedings arising under this Agreement in a state or federal court of competent jurisdiction within Yavapai County, Arizona. Any changes in governing laws, rules, and regulations that do not materially affect this Agreement will apply during the term of this Agreement and will not require an amendment.

23. Material Change in Law or Regulation. In the event of adoption of legislation, regulations, instructions, government actions, government policy directives, government orders, 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, actions, directives, or orders. If the Parties 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.

24. Implied Contract Terms. Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated herein.

25. Severability/Unenforceable Provisions. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, 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.

26. Waiver. A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement does not constitute a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.

27. 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. This Agreement 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.

28. 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.

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29. Incorporated Documents and Order of Precedence. All Exhibits identified herein and YLN governing documents, including, but not limited to, bylaws, policies, rules, and guidelines, are incorporated in this Agreement by reference. In the event of conflicts or discrepancies among this Agreement and any amendments thereto, Exhibits, or YLN governing documents, or with the terms of the Yavapai Library Network Affiliate Agreement, interpretations will be based on the following priorities in the following order:

29.1. The YLN Affiliate Agreement, if applicable, together with any amendments or modifications thereto;

29.2. Amendments and/or modifications to this Agreement;

29.3. This Agreement;

29.4. All Exhibits identified herein and incorporated by reference; and

29.5. YLN governing documents, including, but not limited to, bylaws, policies, rules, and guidelines.

30. Entire Agreement. This Agreement 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 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.

31. 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.

32. 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 "Agreement for Library Support Services and Membership in the Yavapai Library Network between the Yavapai County Free Library District and _____" 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

Mary Mallory, Chair 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: _____

MEMBER LIBRARY: _____

Signature

Printed Name and Title

Date: _____

Exhibit A

MEMBERSHIP FEE

MEMBER LIBRARY shall be responsible for an annual Membership Fee in the YLN. A formula shall be applied annually to determine MEMBER LIBRARY's Membership Fee. DISTRICT shall gather statistics for factors from MEMBER LIBRARY or the Integrated Library System (ILS) each calendar year. The percentages associated with each factor of the formula must always equal 100% and may be adjusted by the YLN Steering Committee by two-thirds vote of a quorum. The factors for the formula are as follows:

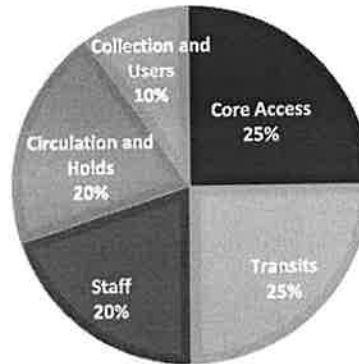
1. Core Access (25%). An amount divided evenly between all members of the YLN that represents access to YLN services.
2. Transits (i.e., Interlibrary Loans) (25%). The number of items received by MEMBER LIBRARY from other libraries in the YLN.
3. Staff (20%). Volunteers, interns, students, and paid staff that use the ILS. Staff that do not perform system functions shall not be included in the calculation. The calculation shall use the full-time equivalent (FTE) for each position. An example is as follows:

Position	Hours	FTE
Volunteers	10	0.25
Student Helper	10	0.25
Intern	5	0.125
Part-time Employee	15	0.375
Full-time Employee	40	1
Total	80	2

4. Circulation and Holds (20%). The number of physical and electronic items checked out and renewed. Electronic items that cannot have a circulation attributed to MEMBER LIBRARY or that cannot be checked out or renewed shall not be included in the calculation. Filled and Expired On-shelf Holds shall be included in the calculation. The total of the circulation and the holds shall be calculated for this portion for MEMBER LIBRARY.
5. Collection and Users (10%). The number of patron or user records in the system (whether active or inactive) as well as the number of item records in the system shall be combined to determine the value of Collection and Users.

The following chart visually represents each of these factors:

FORMULA FACTORS AND PERCENTAGES



MEMBER LIBRARY shall be responsible for its portion of each factor which will be totaled to determine each MEMBER LIBRARY's Membership Fee.

The following is an example for membership fees from fiscal year 2017-2018 (July 1, 2017, through June 30, 2018). Amounts fluctuate from year-to-year based on the annual amount to be collected as determined by the YLN Steering Committee (e.g. \$175,000 in FY 2017-2018) and the performance of each MEMBER LIBRARY.

FY17-18 Membership Fee Assessment									Total Assessment		\$175,000
Member Name	Access	Amount	FTE	Amount	Circ and Holds	Amount	Transits	Amount	Items and Patrons	Total	Overall Total
	25%	\$43,750	20%	\$35,000	20%	\$35,000	25%	\$43,750	10%	\$17,500	\$175,000
Camp Verde Community Library	1	\$1,067.07	7	\$1,853.95	84685	\$1,195.99	10313	\$1,571.13	35981	\$501.09	\$6,189.24
Chino Valley Public Library	1	\$1,067.07	6	\$1,589.10	124422	\$1,757.18	18706	\$2,849.77	65039	\$905.77	\$8,168.89
Camp Verde Unified School District	1	\$1,067.07	1.5	\$397.28	27755	\$391.98	1135	\$172.91	31019	\$431.99	\$2,461.22
Chino Valley Unified School District	1	\$1,067.07	1	\$264.85	3558	\$50.25	346	\$52.71	20575	\$286.54	\$1,721.42
Cottonwood Public Library	1	\$1,067.07	10.6	\$2,807.42	254986	\$3,601.10	31275	\$4,764.59	129864	\$1,808.55	\$14,048.74
Embry-Riddle Aeronautical University	1	\$1,067.07	7	\$1,853.95	30174	\$426.14	2756	\$419.86	38455	\$535.54	\$4,302.57
Humboldt Unified School District	1	\$1,067.07	1	\$264.85	9780	\$138.12	67	\$10.21	45322	\$631.18	\$2,111.43
Jerome Public Library	1	\$1,067.07	1.78	\$471.43	6855	\$96.81	1341	\$204.29	15933	\$221.89	\$2,061.50
Mayer Unified School District	1	\$1,067.07	0	\$0.00	5178	\$73.13	373	\$56.82	10718	\$149.26	\$1,346.29
Mingus Union High School	1	\$1,067.07	1	\$264.85	1277	\$18.03	112	\$17.06	16748	\$233.24	\$1,600.26
The Orme School of Arizona	1	\$1,067.07	0.25	\$66.21	648	\$9.15	13	\$1.98	8890	\$123.81	\$1,268.22
Prescott College	1	\$1,067.07	3.75	\$993.19	7209	\$101.81	645	\$98.26	38758	\$539.76	\$2,800.10
Prescott Public Library	1	\$1,067.07	19	\$5,032.16	797981	\$11,269.69	68336	\$10,410.65	191514	\$2,667.12	\$30,446.69
Prescott Unified School District	6	\$6,402.44	5.875	\$1,556.00	77214	\$1,090.47	1464	\$223.03	94819	\$1,320.50	\$10,592.44
Prescott Valley Public Library	1	\$1,067.07	21.37	\$5,659.86	437614	\$6,180.32	51832	\$7,896.35	128244	\$1,785.99	\$22,589.58
Sedona Public Library	2	\$2,134.15	12.6	\$3,337.12	299030	\$4,223.13	47194	\$7,189.77	98712	\$1,374.71	\$18,258.88
Sharlot Hall Museum	1	\$1,067.07	2	\$529.70	0	\$0.00	0	\$0.00	6813	\$94.88	\$1,691.66
Tri-City College Prep High School	1	\$1,067.07	1	\$264.85	235	\$3.32	105	\$16.00	1312	\$18.27	\$1,369.51
Yavapai College	2	\$2,134.15	10.5	\$2,780.93	41675	\$588.57	3518	\$535.95	137427	\$1,913.88	\$7,953.47
Yavapai County Free Library Distrct	15	\$16,006.10	18.925	\$5,012.30	267994	\$3,784.81	47646	\$7,258.63	140455	\$1,956.05	\$34,017.89
Total	41	\$43,750.00	132.15	\$35,000.00	2478270	\$35,000.00	287177	\$43,750.00	1256598	\$17,500	\$175,000.00

Exhibit B

REQUIREMENTS FOR DISTRICT AND MEMBER LIBRARY IF MEMBER LIBRARY IS A SCHOOL LIBRARY OR ACADEMIC LIBRARY

1. DISTRICT agrees that it shall comply with the fingerprinting requirements of A.R.S. § 15-512, if those requirements are applicable to any activities performed by DISTRICT for a MEMBER LIBRARY that is a School Library or Academic Library.
2. DISTRICT shall be considered an extension of a School Library or Academic Library because DISTRICT will be providing library automation services on behalf of a School Library or Academic Library. Information shared between the Parties shall be consistent with the Family Education Records Privacy Act of 1974 ("FERPA"), 20 U.S.C. §1232g and its implementing regulations at 34 C.F.R. part 99.

- a. The following student information may be transferred to DISTRICT:

Last Name;
 First Name;
 Middle Name;
 Student ID;
 SAIS;
 Interlibrary loan status;
 Internet Permission;
 Graduation Year;
 Current School Grade;
 Mailing Address;
 Email;
 Phone Number;
 Homeroom Teacher;
 Academic Level;
 Homeroom room number;
 Homeroom time;
 School Code;
 Date of Birth;
 Enrollment Status; and
 Academic Program.

- b. FERPA describes circumstances under which MEMBER LIBRARY is authorized to release confidential data regarding individual students, teachers, and schools without prior parental consent in 20 U.S.C. §1232g(b). Confidential information may be disclosed to a contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services or functions as long as the information is released to no others and the information is destroyed when no longer needed.
- c. The following terms further specify the manner in which MEMBER LIBRARY agrees to

share data with DISTRICT, subject to FERPA regulations:

- i. MEMBER LIBRARY is a state educational authority authorized to share information with contractors, consultants, volunteers, or other parties to whom an agency or institution has outsourced institutional services or functions, subject to FERPA, as authorized by 34 CFR Section 99.31(a)(1)(i)(B) *et al.* DISTRICT is contractor authorized to receive information to perform an institutional service or function subject to FERPA, as authorized by 34 C.F.R. Section 99.31(a)(1)(i)(B). To perform this function, MEMBER LIBRARY needs to share student data with DISTRICT, some of which may allow the identification of individual students.
- ii. COMPLIANCE WITH FERPA. To affect the transfer of data subject to FERPA, DISTRICT agrees to:
 1. In all respects comply with the provisions of FERPA. For purposes of this agreement, "FERPA" includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation.
 2. Use the data shared under this Agreement for no purpose other than the contracted services pursuant to Section 99.31(a)(1)(i)(B) of Title 34 of the Code of Federal Regulations. DISTRICT further agrees not to share data received under this Agreement with any other entity without MEMBER LIBRARY approval. DISTRICT agrees to allow the Office of the State Auditor, subject to FERPA restrictions, access to data shared under this Agreement and any relevant records of DISTRICT for purposes of completing authorized audits of the Parties.
 3. Require all employees, contractors, and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this Agreement. DISTRICT agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to this Agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the work authorized under this Agreement.
 4. Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from DISTRICT to any other institution or entity.

5. Not disclose any data obtained under this Agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. DISTRICT specifically agrees to abide by all MEMBER LIBRARY policies and procedures regarding student records, and to require all employees, contractors, and agents of any kind to also abide by those same policies and procedures.
 6. Not provide any data obtained under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Section 99.31(6)(iv) of Title 34, Code of Federal Regulations.
 7. Destroy all data obtained under this Agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this Agreement authorizes either Party to maintain data beyond the time reasonably needed to complete the purpose of the request. All data no longer needed shall be destroyed or returned to MEMBER LIBRARY in compliance with 34 CFR Section 99.31(6)(iii)(C)(4). DISTRICT agrees to require all employees, contractors, or agents of any kind to comply with this provision.
- iii. DATA REQUESTS. MEMBER LIBRARY may decline to comply with a request if it determines that providing the data requested would not be in the best interest of current or former students. All requests shall include a statement of the purpose for which it is requested and an estimation of the time needed to complete the project for which the data is requested. Data requests may be submitted in person or by post, electronic mail, or facsimile.
 - iv. AUTHORIZED REPRESENTATIVE. DISTRICT shall designate in writing a single authorized representative able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction data as required by this Agreement. MEMBER or its agents may upon request review the records required to be kept under this section.
 - v. RELATED PARTIES. DISTRICT represents that it is authorized to bind to the terms of this contract, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees, or contractors who may have access to the data or may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. This Agreement takes effect only upon acceptance by authorized representatives of DISTRICT, by which that institution agrees to abide by its terms and return or destroy all student data upon completion of the research for which it was intended or upon the termination of its current relationship with MEMBER LIBRARY.
 - vi. TRANSFER OR DISPOSAL OF MATERIALS AND/OR TECHNOLOGY. DISTRICT and MEMBER LIBRARY agree that when transferring or disposing of

materials and/or technology, the transferring / disposing Party shall ensure that such transfer or disposal is conducted in accordance with all applicable Federal, State, and Local laws, statutes, ordinances, codes, rules, regulations, policies, and lawful orders of public authorities. This includes, but is not limited to, data destruction and sanitization requirements to ensure compliance with FERPA, HIPAA, Library Privacy laws, and similar information and data protection and privacy regulations, and to prevent intellectual property infringement, identity theft, or other inappropriate dissemination of protected / private information.

Exhibit C

YLN STEERING COMMITTEE REPRESENTATIVE



As outlined in the YLN ByLaws, Article III Sec. 3 Voting Member Representation: The administrator of each Yavapai Library Network member library or his/her designee will register with the Chair of the Network Steering Committee as the official representative to the Network Steering Committee. The administrative representative for each Member Library serves on the Yavapai Library Network (YLN) Steering Committee. The Steering Committee has responsibilities as outlined in Article VII Section 3 of the Yavapai Library Network (YLN) Bylaws.

The person assigned as the administrative representative has the authority to make decisions on behalf of the institution they represent. Such decisions could have fiscal, legal, and administrative impacts on the Member Library. The areas impacted by Steering Committee decisions are outlined in the Library Support Agreement signed by the Member Library's governing authority. The Administrative Representative should do their utmost to attend and participate in every Steering Committee meeting to ensure quorum is met.

In the event that the primary administrative representative is unavailable, a secondary representative may attend as an alternate, or a proxy from another YLN-member library may be designated. The secondary representative should plan to attend if the primary is unable to do so. This ensures that the Member Library remains represented and that the Steering Committee can continue to function effectively.

Please designate your primary and secondary representative below:

Name of Member Library:		
Authorized Representative		
First	Last	Email
Secondary/Alternate Representative		
First	Last	Email

YLN STEERING COMMITTEE

The YLN Steering Committee is advisory in nature and helps the DISTRICT Director establish priorities and the direction of the YLN. All decisions of the YLN Steering Committee must be ratified by the DISTRICT Director, who has sole authority over recommended spending, to be in effect. The details of how the YLN Steering Committee operates are stated in the YLN Bylaws.

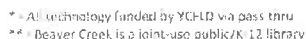


Exhibit E

LIBRARY STAFF SUBSTITUTION PROGRAM

The Library District shall provide a substitute library service that will allow Library District library coordinators to work at Yavapai Library Network libraries on a temporary basis.

1. Background:

Libraries play a crucial role in serving their communities, providing essential services, and ensuring access to information. However, staffing shortages due to absences (such as illness or vacation) can disrupt library operations and impact service delivery. In recognition of the importance of continuity of service to the community, the DISTRICT offers a substitute library service that will allow DISTRICT library coordinators to work at Yavapai Library Network libraries on a temporary basis.

2. Benefits:

Substitute staff ensure that critical library functions (such as circulation and reference) continue without interruption. Rather than each YLN library independently hiring temporary staff, a pool of substitute staff provided by the DISTRICT reduces recruitment costs, administrative overhead, and ensures the smooth continuity of operations.

3. Compensation:

DISTRICT will provide substitute Library District staff to MEMBER LIBRARY for an hourly rate of \$30.00. Staffing is dependent on availability of DISTRICT personnel, the scheduled times/dates desired by MEMBER LIBRARY, and the nature of the work desired. DISTRICT does not guarantee that coverage is available on any and all desired days and times and reserves the right to decline the provision of substitute staff, at the sole discretion of the DISTRICT Director.

4. Duties and Obligations:

MEMBER LIBRARY shall complete a Library Staff Substitution Program Request Form and notify DISTRICT in advance (preferably 4 weeks in advance) when staff substitution is desired. Shorter notice might be accommodated depending on DISTRICT staff availability.

Staff substitutes provided by DISTRICT shall meet the same qualifications and training standards as regular DISTRICT staff. MEMBER LIBRARY will ensure that substitutes receive orientation about its own policies and procedures, and familiarize them with expected duties.

DISTRICT will contact MEMBER LIBRARY to determine availability of Library District staff, the requested times/dates of coverage, the nature of the work, and necessary training.

DISTRICT will invoice MEMBER LIBRARY following the completion of the agreed-upon dates and times.

Exhibit F**LIBRARY STAFF SUBSTITUTION PROGRAM REQUEST FORM****Library:** _____ **Date:** _____**Contact Name:** _____**Phone Number:** _____**Days/Times Requested (please be specific):** _____

Position to be Filled (i.e., circulation clerk): _____**Additional Notes:** _____

Request Approvals**Requesting Library Signature:** _____**Library District Signature:** _____**Please submit this form to:****YCFLD****Attn: Mishel Urias****1971 Commerce Center Circle, Suite D****Prescott, AZ 86301****To be completed by Library District:****Dates worked:** _____**Hours worked:** _____**Library invoiced on:** _____

Exhibit G**DESIGNATED AUTOMATED SYSTEM CONSULTANT CONTACT FORM**

As outlined in Section 4.3 of the Agreement for Library Support Services and Membership in the Yavapai Library Network, each Member Library shall designate an individual who can resolve computer problems and who is responsible for consulting with DISTRICT regarding matters relating to the operation of the automated system.

Please designate your Library's individual below:

Name of Member Library:		
Designated individual for resolving computer issues		
First	Last	Email

File Attachments for Item:

A. Consider Removing from the Table and Continued Discussion and Possible Staff Direction / Action Regarding the Issuance of a RFQ / Invitation for Bids for Advanced Automatic Metering Infrastructure for Water Meters

Council will discuss and may provide staff direction through a motion.

Question 1: How will power outages or lightning strikes affect meters or operation? (Those a not infrequent!)

Answer 1: Residential/commercial endpoints are battery-powered, so they keep measuring through power outages and resume transmitting when the network is back. Network equipment (base stations/repeaters) uses AC power with built-in surge protection and can include battery backups or fail-safe modes; installations follow grounding/surge best practices. If a network outage occurs, meter data is still logged internally and transmitted when service resumes—ensuring no loss in billing data or accountability.

Answer 2: Power outages have no effect on our meters or endpoints, as they are battery powered. Data is stored for 42 days in the event cell coverage is unavailable.

Question 2: In the event of needing repeaters for transmission, where will these go (easements), and how would they be powered and maintained?

Answer 1: Repeaters (if required) are typically mounted on Town-owned infrastructure, such as light poles, water tanks, or public buildings, to avoid easement issues. Power is usually via AC (standard wall outlet or hardwire), and solar-powered units are available in remote areas. Placement is determined by a propagation study conducted before full deployment. We (alongside the manufacturer) coordinate placement and manage installation and maintenance as part of the overall scope.

Answer 2: Our system is cellular based and does not require collectors or repeaters to be installed, nor maintained, by the town. AT&T and Verizon provide that support.

Question 3: What is the overall, long-term cost of these meters compared to existing style meters? Maintenance, replacement, IT and staff, trouble shooting, software updates, etc.

Answer 1: While smart meters have a higher cost than traditional mechanical meters from the 2000s, long-term savings are pretty significant due to:

- a. Elimination of manual reads and truck rolls
- b. Proactive leak detection
- c. Reduced billing disputes and re-reads
- d. Streamlined reporting and alerts
- e. Accuracy in meter usage and billing

Staff burden decreases as manual tasks are replaced by automated data collection and exception-based reporting. That said, costs will vary slightly depending on the platform selected. I am happy to tailor an accurate TCO comparison if you have a preferred system. (ref: [US EPA](#))

Answer 2: E-Meters, with ultrasonic technology, are typically warrantied for 20 years (10 full and 11-20 prorated). These meters will outlast mechanical meters by 5 or more years. Additionally, the improved accuracy increases revenue for the town.

Question 4: Whose responsibility and liability for any problems with operation?

Answer 1: Responsibility is shared across:

- Manufacturer: covers meter and endpoint equipment (typically 10–20-year limited warranty) along with network/software for ongoing connectivity, data transmission, and support.
- Installer (PWS): covers workmanship, programming, and field deployment. Our standard installation and workmanship warranty is 12 months.

These warranty terms are always outlined clearly in the contract so there's no gray area.

Answer 2: We provide 24/7 helpdesk support plus we have in-state technicians for onsite service if needed. The city staff will be provided with training as well for system maintenance and support.

Question 5: How long do the lithium batteries last? What type of battery and storage capacity are required? And have there been issues with them such as fires? What about malfunctioning, replacement, and recycling? Who is responsible?

Answer 1: Most AMI water meters use non-rechargeable 3.6V lithium thionyl chloride batteries with 10–20-year life, depending on the system and read frequency. I pulled two example product data sheets that note a 20-year life in this class. (ref: [Badger Meter](#), [Master Meter](#))

Fire incidents with batteries in all smart metering systems are extremely rare, as they are not charged in the field and are designed to be low-power and safe. At end-of-life, lithium batteries are handled as regulated waste for transport and are typically recycled via certified vendors; EPA/PHMSA guidance applies.

Answer 2: Lithium batteries are used in our meters and endpoints and are designed to last for 20+ years. No issues with fires with installed meters. Certain manufacturers do offer pickup for recycling, for a fee. Most utilities choose to recycle locally.

Question 6: Is our topography an issue with transmitting? Is there any way to test for potential issues and anomalies prior to replacing all the existing meters?

Answer 1: Yes, terrain can impact transmission. That's why a propagation study would be performed in advance. Any challenges from hills, metal lids, or topography are addressed through strategic placement of base station(s)/repeaters, field-testing with a pilot zone, or use of long-range RF endpoints (some reach 1–5 miles depending on conditions). We'd absolutely include this as part of the project planning.

Answer 2: Topography has not been an issue for our system. We run a "propagation study" prior to bidding an RFP, to ensure that there is sufficient cellular coverage. This study is at no cost to the town. All that we require is a list of the service addresses. We can provide a Pilot Study for proof of concept too. Note: Town of Clarkdale and City of Prescott have one of our systems.

Question 7: Are there privacy, security, and safety risks with use of these meters? Will there be additional cost to opt out?

Answer 1: Privacy/Security: Water meters only transmit usage data, no personal identity, conversations, or video. Data is encrypted (often AES-128 or higher), and system access is role-based and logged. Standards align with AWWA and NIST cybersecurity recommendations for the water sector. (ref: [American Water Works Association](#), [US EPA](#))

RF Safety: The RF output from a smart water meter is extremely low, often lower than a baby monitor or garage door opener. One study equated standing 6 & ½ feet away from a water meter constantly for a month, the emissions would be equivalent to a phone call of 1.3 seconds on 5G/LTE. Other resources I found also consistently show that smart meter RF exposure is significantly lower than what we get constantly from cell phones and Wi-Fi routers. All meter manufacturers using RF are required to comply with FCC/WHO guidelines.

Opt-out: This is a policy call for Council. Across the U.S., some utilities allow opt-out with a manual-read fee, while others do not offer opt-out. I did some digging and linked some examples of each approach for reference. (ref: [Santa Monica](#), [Petaluma](#), [Paso Robles](#), [City of Peoria](#))

Answer 2: Our cellular system meets ISO 27001 and SOC 2 compliance for security, meeting banking level standards. There are no “opt out” costs or charges. A one-time fee for the Beacon website creation, plus billing interface fee and training are all that is required. The only ongoing cost is the Service Unit fees, per endpoint. No annual costs etc. Cancel anytime.

Dear Mayor, Vice Mayor, and Council Members:

First off I commend your volunteer service. I know that you continue to tackle unique issues in our beloved and magical little town. I thank you for your commitment.

Re: September Council Meeting Agenda/Direction-Invitation for bids for smart water meters

Under New Business the above item is listed. I believe there has been no previous agenda discussions or information to Jerome homeowners about smart water meters. For those residents who do not attend meetings but remain informed through the town hall website this absence of data seems questionable.

Minimum Research indicates problems across US cities and towns after the installation of smart water meters. Who will address these issues in Jerome?

- High installation costs/Contractor installation guarantee, especially with Jerome topography
- Inaccurate readings with high water usage, some report thousands of gallons, due to initial installation problems, faulty meters, magnetic anomalies, electrical outage fluctuations
- Monsoon lightning strikes of equipment/possibility of fires
- Higher water bills
- Homeowner privacy issues of their water data has allowed for opt out programs developed by town/city utilities prior to any commitment to installation

Finally and most important, is this the time to commit to another major infrastructure development project with the wastewater plant in progress? After the price increase of those homeowners on the sewer system, who feel that they subsidize the tourist community, the thought of future higher water bills is not feasible.

This is a serious commitment and I feel confident that the Jerome Town Council will postpone or completely reject this item until thorough research is provided to homeowners either by council meeting agenda or mail.

Thank you,

Linda Heidenreich
605 Holly

Lisa Griel
619 Holly



Founded 1876
Incorporated 1899

TOWN OF JEROME, ARIZONA

POST OFFICE BOX 335, JEROME, ARIZONA 86331
(928) 634-7943

Item A.

REQUEST FOR PROPOSAL / INVITATION TO BID

FOR

ADVANCED AUTOMATIC METERING INFRASTRUCTURE PROGRAM

WATER METER REPLACEMENT PROGRAM

PROJECT NO.

Submission Deadline: MONDAY, DECEMBER 1, 2025
No later than 4:00 PM – Arizona Time

**Town of Jerome
Attn: Town Clerk
PO Box 335
600 Clark St.
Jerome, AZ 86331**

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NOTICE TO BIDDERS

REQUIRED BID FORMS

THE FOLLOWING ITEMS MUST BE COMPLETED AND SUBMITTED WITH THIS COMPLETE AND INTACT BID PACKAGE FOR THIS BID TO BE CONSIDERED RESPONSIVE. ANY AND ALL DEFICIENCIES OF ITEMS LISTED BELOW WILL BE CONSIDERED ADEQUATE REASON TO REJECT THE BID IN ITS ENTIRETY.

- COMPLETE BID PACKAGE
- ACKNOWLEDGEMENT OF ADDENDA (SEE PAGE 10)
- BID PROPOSAL EXECUTION SHEET (SEE PAGE 11)
- BID SCHEDULE (SEE PAGE 12)
- SIGNATURES, SEALS & NOTARIES (WHEREVER NECESSARY)

This information is provided for your use in preparing all documents as required for a complete Bid Submittal. Please double-check all requirements and if you have any questions regarding what is required with a submittal, please call, and ask.

REQUEST FOR PROPOSAL/INVITATION TO BID

TOWN OF JEROME ADVANCED AUTOMATED METERING INFRASTRUCTURE PROGRAM

Notice is hereby given that the Town of Jerome Arizona is requesting proposals from qualified person(s) or vendors to provide a water meter replacement program and an implementation of Advanced Metering Infrastructure (AMI) System.

The Town of Jerome will be conducting a meter replacement program along with an implementation of an AMI System. All meters will be replaced in-kind with the equivalent sized meters that have the capability to communicate with an AMI system, can capture granular water meter data, streamline operations and improve subsequent billing processes to provide an enhanced level of customer service to the Town's customers.

The types of work on this project shall include, but not be limited to the following:

- Water Meters
- RF-enabled (radio frequency) endpoints
- Network Software and Infrastructure including Base Station & Repeaters, where necessary and applicable
- Software and equipment training

The procurement time to complete the project is 180 calendar days from the date of the Notice to Proceed.

The Town of Jerome will receive and accept bids until 4:00 p.m. On December 1, 2025, at Jerome Town Hall, 600 Clark St, Jerome, Arizona 86331. Bids received after that time will not be accepted. The Town of Jerome reserves the right to reject any or all bids and to award all or part of the bid. Nevertheless, except when rejections of bids are required by law, the Town reserves the right to waive any informality of the bid. It is the intent of the Town to award a construction contract to the lowest responsible bidder for the project.

Brett Klein
Town Manager/Town Clerk

Posting Date:
Publishing Dates:

GENERAL PROJECT INFORMATION

The Town of Jerome is located on the side of Cleopatra Hill in the Black Hills of Arizona. The Town is the sole provider of metered water services within town limits as well as specific locations outside of town limits. The system is currently comprised of a variety of meter sizes:

Existing meters have served the community of roughly 450 residents as well as the numerous visitors of the community, some meters being more than 20 years old. Jerome, which does have stretches of exposed water utility lines, experiences “four seasons” with some nights reaching freezing or below freezing temperatures typically from December – March.

Project Description

The Town of Jerome is requesting proposals for the development and implementation of an Advanced Metering Infrastructure (AMI)/ Automatic Meter Reading (AMR) system to be comprised of 332 meters. Current metering practices of the Town include public works employees manually reading all meters then supplying reads to the finance department, who uploads and checks all information before running monthly statements. All meters within the system will be replaced and upgraded with new technology and meters, although it’s anticipated the Town Council may allow users to opt-out at their request. Therefore, it is preferable if your proposed AMI/AMR system is compatible with our current Sensus meters. Installation guidelines will be provided by awarded supplier to the installation company. Town is anticipating this project to move forward as quickly as possible, taking no longer than 6 months for all meters to be installed. Each respondent is requested to provide as much information regarding the scope of this RFP including but not limited to the respondent’s capabilities with respect to project management, the products and components proposed, service, maintenance, warranties and post-installation support and service.

The intent of this RFP is to solicit cost proposals for services for the implementation of a fixed based advanced metering infrastructure (AMI)/Advanced meter reading (AMR) system and associated management and maintenance thereof as described herein.

The Town of Jerome wishes to procure an AMI/AMR system which:

1. Provides integrated time interval data daily.
2. Replaces existing water meters (a majority are in utility easements or town rights-of-way) and increases the accuracy of the reads associated with the system through use of modern technology-based products.
3. Increases efficiency of the water system, lowers operating costs, and aids in customer service.
4. Provides water meter reading redundancy.
5. Provides an option which enables the meters to be read in a drive-by method utilizing a mobile reading device capable of reading the same transmitter as the fixed base transmitter, or some other method which equals or exceeds those described.
6. Provides that while in fixed base mode, the system shall have two-way communication capability which allows the system to poll the transmitter at each meter location for a current read, and which also allows for upgrades of the fixed base transmitter firmware as

to incorporate technological advances and/or as deemed useful and necessary by the Town of Jerome.

7. Provides meter leak detection on the distribution and customer sides of the meter.
8. Provides component pricing and after-sales service costs post-completion of the project. Includes warranty information and system specifications.
9. Backhaul of system needs to interface with radio or cellular components as fiber is not available.
10. System will need to interface with the Town's billing software, Caselle.
11. Include any specifications and pricing pertaining to any additional costs, regardless of payment cycle, monthly, quarterly, annually or otherwise, over and above the costs of installation.

Bid Guidelines:

As part of this RFP, each respondent shall submit pricing for the water meters, necessary components for operation, software and hardware, battery life and replacement specifications, if boosters/repeaters would be needed, a minimum and maximum price for every meter type listed, the maximum escalation for the percentage of increase after the first five (5) years, and training. Thereafter, if the Town of Jerome determines to proceed with selecting a respondent, the Town and the selected respondent shall enter into negotiations for a final contract; the terms of which shall be generally consistent with this RFP. In conjunction with any contract which may be awarded in this process, the Town of Jerome will reach an agreement on provisions in securing the metering system.

The Town of Jerome is looking for longevity from this project, such as, it is expected that the new system will have a 20-year life span with warranties to ensure product life starts at the time of installation of said unit. Battery life as well as the instructions for replacing batteries in the system needs to be indicated in the RFP response bid as well as the associated price. All meter sizes must be compatible with the system that will be provided, system must allow for future development and growth of Town, and any upgrades/changes to the system and/or meters must be agreed to, in writing, by the Town Manager before proceeding.

Smart Utility Network Vendor References

RFP vendors must provide three (3) references for utility systems of similar sizes (or larger), customer count, similar service area (i.e. weather/location) as Jerome that are successfully using the proposed system version. Proposer needs to show a minimum of five (5) years' experience in the field.

Project Objectives – Short Term

The Town of Jerome wishes to acquire and implement an AMI/AMR System to satisfy the needs of the community. The following are short term goals for Jerome:

- Reduce water loss
- Improve water conservation/water accountability
- Replace all meters in the system to AMR/AMI system
- Reduce current labor required by Public Works department and Utility department in completing monthly billing.
- Improve customer service

- Install all components of system within one year to 18 months.
- System that supports direct communication to meters in the field.

Project Objectives – Long Term

Future objectives are as follows:

- Reduction in time reading meters to allow more time to be spent on infrastructure projects.
- Improve response times to potential problems.
- Asset management
- Availability of information for emergency preparedness.

Proprietary Information

All materials submitted in response to this solicitation, including samples, shall become the property of the Town and are therefore subject to public release, upon request. Vendors shall clearly mark any proprietary information contained in their submittal with the words “Proprietary Information.” Vendors shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Vendors should be aware that the Town is required by law to make its records available for public inspection. All vendors, by submission of material marked proprietary, acknowledge, and agree that the Town will have no obligation to advocate for nondisclosure in any form nor will the Town assume any liability to the vendors in the event that Town must legally disclose these materials.

Minimum Qualifications

Vendors shall possess the qualifications and Arizona licenses as required by law, in addition to having extensive knowledge, expertise and experience for the products they are recommending. Selected vendors will be required to execute and meet the terms of the Town’s standard General Services Contract, including insurance requirements, in a form acceptable to the Town Attorney. Approval of the Town Council may also be required for award of a contract. A Sample agreement has not been provided with this request, however Bidders are encouraged to include a sample agreement with their bid package, if available.

Bid Submittal Delivery

Submit proposals to:

Town of Jerome
Attn: Brett Klein
Town Clerk
PO Box 335
Jerome, AZ 86331
928-634-7943

Proposals may also be sent to the following email: b.klein@jerome.az.gov

Bids may be hand delivered, but must be received by 4:00 p.m. December 1, 2025, to 600 Clark St. Jerome, AZ 86331, and **must** specify attention to Brett Klein, Town Clerk.

EVALUATION CRITERIA

The Town reserves the right to and will likely reject any responses that do NOT meet the minimum criteria described in this RFP. For responses meeting or exceeding the minimum criteria, the Town will review each Request for Proposals based on the criteria shown below. The Town intends to select the most highly qualified vendor based on demonstrated competence and qualifications to negotiate a contract.

A. General Information

- a. Brief overview of the vendor and legal organization of the company
- b. Submission requirements met
- c. SAM.gov Unique Entity ID number (UEI) as required by grant funding.
- d. Description of at least three (3) but no more than five (5) similar projects in which the vendor participated for each applied service category. Describe the vendor's role in the project and scope of work that demonstrates the vendor's expertise. Provide the name and contact information for each project.

B. AMI Information Requirements

- a. Communication Propagation Study with a "Fixed Based" Communication system for the AMI system.
- b. Explain if the AMI system will include any cellular network.
- c. Explain if the AMI includes a free or paid customer engagement web portal.
- d. Explain if the AMI provides top-of-the-hour time-synchronized readings across the entire system with at least an update every hour.
- e. Explain if the meters, endpoints, and AMI infrastructure is manufactured by the same company.
- f. Explain if the current meters and endpoints will be able to integrate with the AMI system.
- g. Describe if the system can identify unauthorized usage on marketed accounts.
- h. Describe if the system can configure high or low usage parameters and identify accounts in violations.
- i. Explain how many users the system can support at one time.
- j. Explain if the software enhancements, upgrades, updates, and patches are included in the pricing structure or if it will be an annual cost for these items.

C. Endpoint Information and Requirements.

- a. Describe the endpoint collection process and if it collects at the top of the hour and synchronized with 15-minute reads from the water meter.
- b. Describe if the endpoint had two-way communication.
- c. Describe the temperatures the endpoint can withstand storage and operating.
- d. Describe if the endpoint can be installed via pit or remote.
- e. Describe the network firmware updates.
 - i. Are they able to be done remotely, with infrared or local updates.
- f. Explain the environments that the endpoints can withstand, including flooding or submerged pit application.
- g. Describe the warranty for the endpoints and if it is included.

D. Customer Portal Information and Requirement

- a. Explain if the customer portal is owned and developed by the AMI manufacturer.
- b. Explain if the web portal will be accessible through a standard internet browser.
- c. Explain if the customer portal will allow the customer to set up a leak notification through the portal and let the customer be notified via email.
- d. Explain if the utility customer service representative will be able to see the same view as the customer or if the web portal will be different for the customer and the utility staff.
- e. Explain if the customer will be able to export consumption data in Comma Separated Value (CSV) format.

E. Training Information and Requirement

- a. Describe who will be providing the training. Example, Manufacturer Certified Trainers
- b. Describe if there will be web-based training for future head end system updates and upgrades and if there will be any cost that may be associated with the training.
- c. Describe if training materials for end users will be available online or in electronic form.

INSTRUCTIONS TO RESPONDENTS/BIDDERS

General

No clarification as to the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Should conflicts occur between drawings and/or specifications, the Bidder shall be deemed to have estimated the most expensive interpretation of the conflict, unless the Bidder asks for written clarification before submission of the Bid. All requests for such clarification shall be in writing to:

Questions:

Brett Klein

Town of Jerome

PO Box 335

Jerome, AZ 86331

b.klein@jerome.az.gov

To be given consideration, a request for written clarification must be received at least four (4) days prior to the bid opening. All such clarifications any supplemental instructions will be in the form of a written addendum to the specifications. All such addenda will be transmitted to the Bidder two (2) days prior to the bid opening. All addenda so issued shall become part of the Contract Documents.

Attention is called to the sheets in this Bid Manual that include the words “**REQUIRED FOR SUBMITTAL**” on the bottom of the page. These sheets should be used and submitted with the returned bid package that is submitted to the Town of Jerome, or pages with similar or like formatting containing all of the same information should be returned with the bid package.

Bids shall be made upon the Proposal Form(s) contained in and submitted with this RFP/IFB. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

Each Bid must be submitted in an envelope, addressed to Brett Klein, Town of Jerome, 600 Clark St. PO Box 335, Jerome, Arizona 86331. Bids will be returned unopened if not properly sealed when submitted.

Each envelope containing a BID must be plainly marked on the outside as “TOWN OF JEROME ADVANCED AUTOMATIC METERING INFRASTRUCTURE PROGRAM.” The envelope should bear on the outside the name of the Bidder and their address. If forwarded by mail, the envelope containing the BID must be enclosed in another envelope addressed to Brett Klein at **Office of Town Manager, Town of Jerome, 600 Clark St, PO Box 335, Jerome Arizona 86331.**

1. Acknowledgement of Addendums

If any addendums are published prior to the bid due date, the acknowledgement page must be signed by the contractor and returned with the bid documents. If they are not included, the bid will be disqualified.

BID TIMELINE

Town of Jerome – ADVANCED AUTOMATIC METERING INFRASTRUCTURE PROGRAM

BID PACKAGE AVAILABLE

October 15, 2025
Electronically from Brett Klein
Or on the Town website
Town of Jerome
b.klein@jerome.az.gov
Phone: (928) 634-7943
www.jerome.az.gov

BIDS DUE

December 1, 2025, 4:00PM
Office of the Town Clerk
Town of Jerome
600 Clark St.
PO Box 335
Jerome, AZ 86331

ANTICIPATED CONTRACT AWARD

January 14, 2026

ANTICIPATED NOTICE TO PROCEED

To be agreed upon
(No later than February 15, 2026)

Questions regarding the specifications of the project should be directed in writing to Brett Klein at the Town of Jerome (email: b.klein@jerome.az.gov)

BIDDING DOCUMENTS

(The following information on the following documents in this section is **required** to be submitted as your bid.)

Town of Jerome

A. PROPOSAL

To: Honorable Mayor & Council
600 Clark St.
Jerome, AZ 86331

In compliance with the Advertisement for Bids, by the Town Manager, the undersigned Bidder:

Having carefully examined the bidding documents and being familiar with the conditions to be met, hereby submits the following proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute contract documents and furnish the required Bonds and Certificates of Insurance for the completion of said work, at the locations and for the prices set forth on the BID SCHEDULE.

Understands that procurement of this project shall be in accordance with all applicable Standard Specifications and as otherwise required by the General Provisions and Special Provisions.

Understands that this proposal shall be submitted with a proposal guarantee of cash, certified check, cashier's check or surety bond (in accordance with Title 34, A.R.S.) for an amount not less than ten percent of the total amount bid.

Agrees that upon receipt of Notice of Award from the Town of Jerome, they will enter into contract negotiations and execute the contract documents.

Work shall commence no later than 30 days, after the Notice to Proceed and shall be completed within 180 calendar days, beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary material and/or equipment. Bidder agrees to pay, as liquidated damages, 2 times the sum as stated in the latest revision of the MAG Specifications. Liquidated Damages shall be based upon the final contract amount.

The Bidder hereby acknowledges receipt of and agrees his proposal is based on the following Addenda. (If there are no addenda, write NONE below).

The Town of Jerome retains the right to reject any or all proposals and to waive minor defects and technicalities or withhold the award, as may be deemed best for the interest of the Town.

This proposal shall be valid for a period of thirty (30) days after the bid deadline.

THIS PROPOSAL IS SUBMITTED BY _____
_____, a corporation organized under the laws of the State of Arizona, a partnership consisting
of _____ or individual trading as _____
_____ of the City of _____ and is the holder of Arizona State
Contractor's License(s):

Classification(s) _____
No. (s) _____

Respectfully Submitted,

Firm

Address

By (Officer & Title)

Date

ATTEST:

(Officer and Title)

Witness (if Bidder is an Individual)

REQUIRED FOR SUBMITTAL

Town of Jerome

B. BID SCHEDULE

Firm Name _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone _____

PURSUANT to an in compliance with the Bid Package, Notice of Invitation to Bid, Instructions to Bidders, and the Bid Documents relating to the construction of:

**TOWN OF JEROME
ADVANCED AUTOMATIC METERING INFRASTRUCTURE PROGRAM**

This is to certify that the above documents, as well as the site upon which work is to be performed and any and all conditions affecting the work, have been carefully examined, that the amount and nature of work to be accomplished is thoroughly understood and that at no time will misunderstanding of the drawings, specifications or conditions to be overcome be alleged or pled as a basis for change orders, damages or non-performances.

I (We) acknowledge that the following Bid Schedule and table is for the convenience of the Town of Jerome to analyze the individual components of the Bid and to provide a means for partial payments during the project. The sum of the extended unit prices shall be the final price for the product procurement in accordance with the technical specifications. The total price listed on the Bid Schedule shall be the same as listed on the proposal to the Town of Jerome.

BID SCHEDULE INSTRUCTIONS:

1. All Items will be paid for as Lump Sums. The “ENGINEERS ESTIMATED QUANTITY” and the “CONTRACTORS UNIT PRICE” will be used as a means of computing progress payments and as a basis for any Change Orders incurred.
2. The Owner reserves the right to recalculate the following Schedules if they appear malapportioned.
3. The Lump Sum amounts indicated below are to include the Supplier’s cost of administration, mobilization, bonds, insurance, and any other miscellaneous items required for the project.

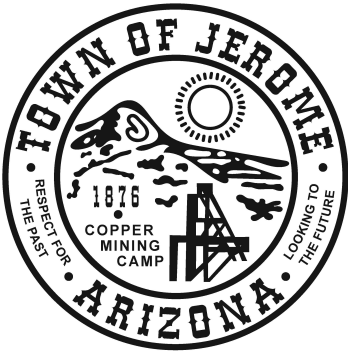
BID SCHEDULE Town of Jerome Advanced Automatic Metering Infrastructure Program					
		Est. Qty	Units	Unit Price	Total Price
CIVIL BASE BID					
1	¾ x 5/8" AMR Meter	299			
2	1" threaded AMR Meter	17			
3	1 ½" flanged AMR Meter	13			
4	2" AMR Meter	2			
5	4" AMR Meter	1			
6	AMR System Software	1			
7	AMR System Training	1			
8	AMR Data Collection Hardware/Software	1			
9	FCC Registration	1			
SUBTOTAL COSTS – BASE BID					
GRAND TOTAL, BASE BID (This number to be used for the Contractors Bid Bond)					

GRAND TOTAL – BASE BID (in words)

NOTE: All Quantities Shown are approximate and are furnished solely for the contractor's convenience. The quantities provided will be the lump sum that payment will be made on. The individual items are for use by the Town to analyze bids, use as a basis for any supplemental agreements, and for partial progress payments.

REQUIRED FOR SUBMITTAL

C. NON-COLLUSION CERTIFICATE



ADVANCED AUTOMATIC METERING INFRASTRUCTURE PROGRAM

Company Name: _____

The undersigned Vendor hereby certifies as follows:

To the best of his/her knowledge, the person, vendor, association, partnership, or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to the Town of Jerome for consideration in the award of this solicitation.

Dated this _____ day of _____ 2025.

Signature

Phone Number

Written Name

Email Address

REQUIRED FOR SUBMITTAL

D. CERTIFICATE OF OWNERSHIP



ADVANCED AUTOMATIC METERING INFRASTRUCTURE PROGRAM

Company Name: _____

The undersigned Vendor hereby certifies as follows:

To the best of his/her knowledge, the person, vendor, association, partnership, or corporation herein, are the only person, vendors, corporations, partnerships, or other associations having any direct or indirect financial interest in the Vendor’s business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this _____ day of _____ 2025.

Signature

Phone Number

Written Name

Email Address

REQUIRED FOR SUBMITTAL

E. VENDOR QUALIFICATIONS, REPRESENTATIONS, AND WARRANTIES**ADVANCED AUTOMATIC METERING INFRASTRUCTURE PROGRAM**

Company Name: _____

The undersigned Vendor hereby certifies as follows:

- X1 Taxes and Leins – Vendor has no unsatisfied tax or judgement lien on record.
- X2 Vendor’s Examination – Vendor has made its own examination, investigation and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment, facilities necessary to perform. Vendor fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement and the solicitation. Vendor acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the Town because of erroneous estimates, statements, or interpretations made by the Town. Vendor hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this _____ day of _____ 2025.

Signature

Phone Number

Written Name

Email Address

REQUIRED FOR SUBMITTAL