

Project # 5-88-3

COOPERATIVE AGREEMENT

THIS AGREEMENT made and executed this 2nd day of February, 1987, by and between the State of Nevada, acting by and through its Nevada State Library and Archives hereinafter referred to as STATE, and the Lincoln County Library hereinafter referred to as LIBRARY

WITNESSETH:

I. WHEREAS, the Legislature of the State of Nevada has appropriated a sum of money to be granted for library development within the State of Nevada and

WHEREAS, the STATE is to provide for the administration or supervision of the administration of such granted funds and

WHEREAS, this agreement is authorized under NRS 378.081 2(h) and 3 and NRS 277.080-150 inclusive).

THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED THAT:

II. LIBRARY shall participate in a library services project, hereinafter referred to as the PROJECT, as described in its application approved by STATE and which is made a part of this contract by reference thereto. In order to accomplish this, the LIBRARY agrees to provide the following services for the PROJECT through the payment of legislatively appropriated funds made by STATE to LIBRARY according to the following budget:

A. Pay personnel salaries	\$ 6,084.00
B. Pay Fringe Benefits	\$ _____
C. Pay Travel Expenses	\$ _____
D. Purchase Equipment	\$ _____
E. Purchase Supplies	\$ _____
F. Contract for Necessary Services	\$ _____
G. Purchase Library Materials	\$ 556.00
H. Make Other Operating Expenditures	\$ 3,360.00
TOTAL	\$ 10,000.00

Any of the sums listed under items A - H may be increased or decreased no more than 25% without the prior written approval of STATE. Any proposed changes above 25% in any category shall be submitted to STATE prior to action by LIBRARY.

III. LIBRARY shall submit financial and narrative quarterly reports to the STATE on the progress and effectiveness of the PROJECT and a final report within thirty (30) days following its completion.

IV. STATE's obligation to pay the funds stipulated in the agreement is void if for any reason such funds are not made available to STATE. This agreement shall not become effective until and unless ratified and approved by appropriate official action of the governing body of LIBRARY, as a condition precedent to this agreement's entry into force. It shall be effective from the 2nd day of February, 1987, unless later ratified by the above governing body, in which case it shall be effective upon such ratification.

V. STATE shall provide payment to cover the above expenditures by LIBRARY in amounts and at intervals deemed necessary by STATE to accomplish the objective of PROJECT.

VI. LIBRARY agrees to maintain adequate records and supporting documents for auditing purposes for five years after the completion of PROJECT and to make them available for inspection by appropriate auditors when so requested by STATE.

VII. LIBRARY agrees by accepting these funds to comply with any and all valid rules, regulations, and statutes which govern their expenditure.

VIII. The State Librarian is empowered to review the PROJECT for compliance with this agreement and he may terminate it if he determines that LIBRARY is not in compliance with any valid existing state regulations which apply to PROJECT. Notification of such termination or suspension of payments will be made in writing by STATE to LIBRARY at least thirty (30) days prior to its effective date and will include the specific applicable regulations with which LIBRARY is not in compliance and procedures for review and a public hearing. The decision of the State Librarian in any suspension or termination is final. Only those expenses incurred by LIBRARY prior to receipt of such notification will be reimbursable by STATE, if, in the judgement of the State Librarian, such expenses are justified by the terms of this agreement.

IX. This instrument constitutes the entire agreement between the parties and may be modified only by a written amendment properly executed by the parties as well as ratified and approved by the governing body of the LIBRARY as referenced in Section IV delineated above.

X. The LIBRARY shall neither assign, transfer, nor delegate any rights, obligations or duties under this agreement without the prior written consent of the STATE.

XI. The LIBRARY agrees to indemnify and save and hold the STATE, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by the LIBRARY or LIBRARY's agents or employees.

XII. This agreement is in accord with state law and legal authority of both parties and shall be construed and interpreted according to the laws of the State of Nevada.

IN WITNESS WHEREOF, the Nevada State Library and Archives ("STATE") and the Lincoln County Library ("LIBRARY") have caused this contract to be executed on the 2nd day of February 1987 to be terminated June 30, 1988.
Approved as to form only

Date: 5-7-87
BRIAN MCKAY
Attorney General

By Melanie J. [Signature]
Deputy Attorney General

Signed: [Signature]
State Librarian of Nevada

[Signature]
Librarian

This Cooperative Agreement was ratified by the LIBRARY'S Board of Trustees (or other governing body) on April 27, 1987.

(by) Chairman, Board of Trustees or other Agency designee authorized to sign agreements: [Signature]
(Form revised 5/30/86)

6

COPY

No. 86943
FILED AND RECORDED AT REQUEST OF
Nevada State Library
MAY 14, 1987
AT 20 MINUTES PAST 9 O'CLOCK
A.M. IN BOOK 75 OF OFFICIAL
RECORDS, PAGE 93 LINCOLN
COUNTY, NEVADA.
FRANK C. HULSE
COUNTY RECORDER

By Mara Cordis Deputy