

Official Record

Recording requested By
LINCOLN COUNTY LIBRARY

Lincoln County - NV
Leslie Boucher - Recorder

Fee: Page 1 of 7
RPTT: Recorded By: LB
Book- 243 Page- 0334



0132342

APN _____

APN _____

APN _____

Cooperative Agreement Between Public Agencies
Title of Document

Affirmation Statement

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number of any person or persons. (Per NRS 239B.030)

_____ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number of a person or persons as required by law: _____
(State specific law)

J. Boyd Library Director
Signature Title

Signature

7-28-08
Date

Grantees address and mail tax statement:

Lincoln County Library
PO Box 330
Pioche, NV 89043



COOPERATIVE AGREEMENT BETWEEN PUBLIC AGENCIES

An Agreement Between the State of Nevada
Acting By and Through Its
Cooperative Libraries Automated Network (CLAN)
100 N. Stewart, Carson City NV 89701
Phone (775) 684-3370 Fax (775) 684-3311
and
Lincoln County Library
93 Main Street, PO Box 330, Pioche, NV 89043-0330
Phone (775) 962-5244 Fax (775) 962-5244

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, it is deemed that the cooperative action as hereinafter set forth between the parties is in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **AGREEMENT TERM.** This Agreement shall be effective upon approval to June 30, 2014, unless sooner terminated by either party as set forth in this Agreement.
4. **TERMINATION.** This Agreement may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 90 days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason county, federal, State Legislature and/or other funding ability to satisfy this Agreement is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS AND CONSIDERATION.** The parties agree that the scope of the cooperative action shall be specifically described in accordance with State Administrative Manual § 0308.0; this Agreement incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF COOPERATIVE ACTION

The parties agree that Contractor will pay CLAN to provide the services specified in the attachments at a total cost of no more than \$3,373 per fiscal year, subject to funding availability. Payments to be made on an annual basis upon receipt of CLAN invoice at rates established by CLAN Board for each fiscal year. Total contract not to exceed \$20,238 over the 6-year period.
7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Agreement are also specifically a part of this Agreement and are limited only by their respective order of precedence and any limitations expressly provided.
8. **INSPECTION & AUDIT.**
 - a. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.



b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained a minimum three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. INDEMNIFICATION.

a. To the fullest extent of NRS chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

10. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

11. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

12. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Agreement), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Agreement shall be the joint property of both parties.

13. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

14. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.



15. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth in paragraph (6).

16. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada.

17. ENTIRE AGREEMENT AND MODIFICATION. This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

Kathy C. Hiett 6-3-08
 Lincoln County Library Date
 Chairperson, Library Board of Trustees

David D. DeWitt 06/09/08
 Administrator, State Library & Archives Date

Dana Harris 06/09/2008
 CLAN Coordinator Date

[Signature] 6/10/08
 Deputy Director, Dept. of Cultural Affairs Date

[Signature] APPROVED BY BOARD OF EXAMINERS
 Signature - Nevada State Board of Examiners On 7-8-08
 Date

Approved as to form by:
[Signature] On 6/10/08
 Attorney General, State of Nevada Date



**SCOPE OF COOPERATIVE ACTION
A NETWORK OF COMPUTER AND TELECOMMUNICATION SERVICES
KNOWN AS COOPERATIVE LIBRARIES AUTOMATED NETWORK (CLAN)**

1. WHEREAS, NRS 379.147-.149 and NRS 379.150 permit the parties agreed hereto to maintain a regional network of libraries through written joint agreement for the improvement of library services; and
2. WHEREAS, those libraries as defined in NRS 379.147 have joined to develop a cooperative network; and
3. WHEREAS, these parties have purchased a shared computer system and telecommunications network to be used by this regional network from federal, state, and local funds; and
4. WHEREAS, these parties have developed a joint database of bibliographic and circulation information and a telecommunications network; and
5. WHEREAS these parties desire to formalize the terms by which each may participate in said network;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter expressed, the parties agree that a cooperative network known as Cooperative Libraries Automated Network is established. These parties agree that the network will be referred to as "CLAN" and that the network will provide computer service and support the extension of library services beyond the jurisdiction of any single member library. The parties agree that network policies and procedures will be established by a board composed of one representative of each of the members as defined in Section I below. These policies and procedures shall be adopted at regular meetings held no more often than monthly and no less often than quarterly. Participating libraries will abide by all such policies and procedures unless prohibited by their local governing bodies.

The parties understand and agree that funds for this network will arise from fees collected from members, the State, and other grants and gifts. The amount provided for these services and expenditure of funds shall be in accordance with the budget agreed upon by the CLAN board. The parties agree that the undersigned shall designate the member director/administrator or a designee meeting the established requirements as a voting member of the CLAN board. The board shall adopt bylaws, create a five-year plan, establish a planning committee and other such committees as necessary, and approve a budget that provides for staffing and the purchase of equipment, services, personal property, and supplies used in the CLAN network.



- I. The parties agree they shall:
 - a. Be defined as:
 - i. A library per NRS 379.147 or
 - ii. An entity as defined in NRS 277.080 -- .180
 - b. Have at least one designated technical Integrated Library System (ILS)/ public access support staff member who participates in CLAN technology meetings
 - c. Have at least one designated Cataloging Committee member who participates in cataloging meetings
 - d. Participate in CLAN board meetings
 - e. Participate in the annual CLAN planning meeting
 - f. Add bibliographic records to the database for the use of all members
 - g. Pay the CLAN system account a sum to be determined each year by the board for use of the computer, maintenance of central computer hardware, supplies, postage, telephone, insurance, fire protection, and salaries. Payments will be renegotiated on an annual basis in accordance with the procedures established by the board.
 - h. Maintain an inventory of any CLAN-owned equipment on the premises
 - i. Hold one vote on all decisions made by the network regarding funding and operations if they have met the requirements of "a" through "h."
- II. Fiscal and Personnel Agent. The parties agree to contract for fiscal and personnel services from a fiscal agent with the experience and capacity to manage CLAN funds and personnel. Said contract shall detail fiscal management and personnel management as mutually agreed upon by the voting members and the contractual fiscal agent.
- III. Physical Space. The parties agree to contract for computer room and office space from a provider with the capability to provide climate-controlled computer space as well as office space to house personnel and equipment for effective operation of the CLAN network and suite of applications.
- IV. Payment for Services. CLAN shall pay the aforementioned contractors for fiscal and personnel services and operations space. Costs must be submitted for approval during the CLAN budget approval process.
- V. Rights: CLAN retains sole authority for the following:
 - Approval of the annual CLAN budget; approval of CLAN grants; creation, cancellation or modification to CLAN projects; authorization of expenditures; cancellation or modification of contracts
 - Acceptance of donations, contributions, sponsorships and grants; establishment of fees charged to members and collection of income; and the adoption, deletion or modification of policies and procedures governing the operations of CLAN
 - Ownership of all assets



- VI. Requests for grants of money related to regional services as allowed in NRS 379.1485 shall be processed through the appropriate CLAN committee.
- VII. Any party may cancel and terminate this agreement upon ninety days' written notice to the board. If party's participation in the agreement is terminated, any property held by the party that was purchased with CLAN funds shall be returned to CLAN.
- VIII. If the system is disbanded or sold, capital monies invested for up to the past five years may be returned to the participating library proportional to their investment and limited to actual payment of capital monies. The CLAN board will determine the disposition of all CLAN properties, including but not limited to hardware, software, and operational funding.
- IX. The parties agree that, as members of the board, their respective library directors or their designees may administer the terms and provisions of this agreement which must be approved by their respective governing boards.
- X. Nothing contained in this agreement shall be construed to permit any one participating entity to determine administrative policies for the circulation and other functions of any other participating entity.
- XI. Other libraries or institutions may be added to the CLAN network as outlined in the CLAN bylaws.