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Cooperative Agreement Between Public Agencies
(Title of Document)

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COOPERATIVE AGREEMENT BETWEEN PUBLIC AGENCIES

An Agreement Between the State of Nevada Acting By and Through Its

Cooperative Libraries Automated Network
100 N Stewart
Carson City Nevada 89701
(775) 684-3370 FAX (775) 684-3311

and

Douglas County Public Library
1625 Library Lane
PO Box 337
Minden Nevada 89423-0337
(775) 782-9841 FAX (775) 782-6766

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, 2008, 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 30 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terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.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.** 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
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.

Cheryl Bucher
Douglas County Public Library - Chairperson, Library Board of Trustees

9-24-03 Vice Chair, Library Board
Date Title of Trustees

Dana Hines
Dana Hines, CLAN Coordinator

11/18/03 CLAN Coordinator
Date Title

Sara Jones
Sara Jones, Administrator, Nevada State Library and Archives

11/18/03 Administrator
Date Title

Scott Sisco
Scott Sisco, Interim Director, Department of Cultural Affairs

3/11/04 Interim Director
Date Title

APPROVED BY BOARD OF EXAMINERS

[Signature]
Signature - Board of Examiners

On 4-13-04
(Date)

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General

On 3/9/04
(Date)

SCOPE OF COOPERATIVE ACTION

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

1. WHEREAS, NRS 379.147-379.149 and NRS 379.150 permit the parties hereto to maintain a regional network of libraries through written joint agreement for the improvement of library services and the parties may enter into agreement with the Nevada State Library and Archives in accordance with NRS 277.080 – 277.180,
2. WHEREAS, Nevada State Library and Archives, Carson City Library, Douglas County Library, Churchill County Library, Pershing County Library, Mineral County Library, Lyon County Library System, Storey County Public Library, Elko-Lander-Eureka Library System, Humboldt County Library, and White Pine County Library have joined to develop a cooperative network known as Cooperative Libraries Automated Network (CLAN);
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,
4. WHEREAS, these parties have developed a joint database of bibliographic and circulation information, and 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 the network policies and procedures will be established by a board composed of one representative of each of the named libraries. 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 federal Library Services and Technology Act grants for library development, from state funds, from funds collected from participating members, and from 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 board. The parties agree the undersigned shall designate the director each library or his designee to sit on the board that will establish policies and procedures for the operation of the CLAN computer system. The board shall adopt by-

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laws, establish a planning committee and other such committees as necessary, and a budget that provides for the staffing and purchase of equipment, services, personal property, and supplies used in the CLAN network.

I. The parties also agree they shall:

1. Contribute their bibliographic and circulation information to the joint database.
2. 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, salaries. Payments will be renegotiated on a year-to-year basis in accordance with the procedures established by the board.
3. Participate in all meetings of CLAN
4. Contribute information regarding circulation polices and use of the computer and telecommunications system.
5. Maintain a highly trained staff for all aspects of computer and terminal operations, make recommendations to a planning a committee.
6. Maintain an inventory of any CLAN owned equipment on the premises.
7. Hold one vote on all decisions made by the network regarding funding and operations.

II. Nevada State Library and Archives shall:

1. Act as a fiscal agent for payment of expenses. All fiscal transactions shall be in accordance with policies, procedures, and requirements of the State of Nevada for agencies of State Government.
2. Act as a central site for computer hardware belonging to the CLAN system and may charge CLAN members other costs arising from operations at the central computer site.

III. Requests for funds from federal Library Services and Technology and State General Fund administered through the State Library and Archives for purchase of equipment and software related to contracts with bibliographic utilities, system vendors, telecommunication vendors, and other cooperative projects of CLAN, shall be requested through CLAN and not as an individual entity.

IV. 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, the property held by the party purchased with CLAN funds shall be returned to the CLAN network. If the system is disbanded or sold, capital monies may be returned to the participating library proportion to their investment in capital funds for a period not to exceed five years and limited to actual payment of capital monies as defined in the Article XVI Fee Structure of the Bylaws of the Cooperative Libraries Automated Network and determined by the budget process.

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- V. The term of this agreement shall be for a period of five (5) years from the date of execution here of. The agreement may be extended for additional periods of five (5) years upon the mutual written consent of the parties to this agreement.
- VI. The parties agree that their respective library directors or their designees as members of the board may administer the terms and provisions of this agreement except for the rate to be paid for services, which must be approved by their respective governing boards. This agreement may be terminated if for any reason the funding from county, state or federal sources is not obtained, continued, experiences a revenue shortfall, or is not budgeted at levels sufficient to allow for payment of the indicated services.
- VII. Nothing contained in this agreement shall be construed to permit any party to determine administrative policies for the circulation and other systems or functions of any other library.
- VIII. Other libraries or institutions may be added to the CLAN network. New members agree to be bound by their agreements.
- IX. This agreement constitutes a final agreement of the parties, and it may not be amended except upon written agreement of the parties hereto.
- X. This agreement shall be governed by the laws of the State of Nevada.
- XI. The expenditure of funds by the CLAN board and for the individual participating libraries pursuant to this agreement is subject to audit by the State legislative auditor, the Attorney General, and authorized representatives of the Federal government.

In consideration of the foregoing, the parties have agreed to be bound by the terms of the above agreement in accordance with NRS 277.110.

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