

**INTERLOCAL COOPERATIVE AGREEMENT
WITH THE
HENDERSON DISTRICT PUBLIC LIBRARIES**

THIS AGREEMENT made and entered into this 1st day of June, 2019, by and between the CITY OF HENDERSON, NEVADA, a municipal corporation of the State of Nevada (hereinafter referred to as "HENDERSON"), and the HENDERSON DISTRICT PUBLIC LIBRARIES, a special district created under the laws of the State of Nevada (hereinafter referred to as "LIBRARY").

W I T N E S S E T H

WHEREAS, HENDERSON and LIBRARY are desirous of entering into an agreement for their mutual benefit concerning the provision of reciprocal services; and

WHEREAS, the parties hereto have the ability and expertise to provide certain services and assistance to each other as set forth herein; and

WHEREAS, NRS 277.045 authorizes political subdivisions of the state and special districts to enter into interlocal cooperative agreements for the performance of governmental functions; and

WHEREAS, pursuant to the provisions of NRS 379.022 and NRS 379.060 HENDERSON and LIBRARY are authorized to contract for additional library services for the residents of HENDERSON; and

WHEREAS, a contract for such additional library services pursuant to NRS 379.022(6) allows for the expansion of the Library Board of Trustees from five members to seven members with said two additional members appointed by the Henderson City Council;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**ARTICLE I
SCOPE OF MUTUAL SERVICES**

A. Fiscal Analysis and Planning Services. Henderson will provide, upon request, assistance at no cost to the LIBRARY in the updating or revision of a master or strategic plan for the LIBRARY required pursuant to NRS 379.003.

B. Additional Library Services for Residents of Henderson.

1. LIBRARY may provide library services at facilities owned or operated by HENDERSON, or at other locations deemed appropriate to serve Henderson residents as mutually agreed upon by and between the HENDERSON City Manager or designee and the LIBRARY Executive Director, pursuant to the delegation of authority established in the following Section 2.

2. The HENDERSON City Manager or designee and the LIBRARY Executive Director are hereby delegated the authority to establish library services, including, but not limited to, satellite library locations and programs to residents of Henderson, as they may mutually agree by Memoranda of Understanding from time to time, at such locations and for whatever duration they mutually agree, subject to Article II of this Agreement.

3. Any HENDERSON facility utilized for LIBRARY services pursuant to this agreement, shall be provided by HENDERSON, without charge to LIBRARY. LIBRARY shall remain responsible for any LIBRARY property or LIBRARY equipment lost, stolen or damaged during placement at HENDERSON facilities.

C. Costs and Expenses. Any costs or expenses incurred in furtherance of this Agreement by HENDERSON or LIBRARY may be recuperated upon mutual agreement by both parties. Any costs or expenses incurred by either party where reimbursement will be sought shall be approved, in writing, by the other party prior to incurring said cost or expense.

ARTICLE II TERM OF THE AGREEMENT

The initial term of this Agreement shall be six (6) years, to commence on July 1, 2019 and terminate on June 30, 2025, unless renewed for additional six (6) year terms by mutual agreement of the parties' respective governing bodies.

ARTICLE III TERMINATION

This Agreement may be terminated without cause by either party, provided the terminating party gives the non-terminating party six (6) months prior written notification.

ARTICLE IV PAYMENTS FOR SERVICES

If agreed upon expenses identified in Section I(C) are incurred, HENDERSON will invoice LIBRARY for specified services provided under this Agreement. Invoices shall be submitted to: Henderson District Public Libraries, Director, HDPL Administration 280 S. Green Valley Parkway, Henderson, Nevada, 89012. Payment is due net 30 days.

Invoices by either party shall describe, with reasonable particularity, the services rendered. Time-and-materials billings will include the date services were rendered, amount of time and list of materials utilized for the project.

LIBRARY will invoice Henderson for book purchases or other services provided under this Agreement, as incurred. Invoices shall be submitted to: City of Henderson, Finance Department, Attention: Chief Financial Officer, P.O. Box 95050, Henderson, Nevada 89009-5050. Payment is due net 30 days.

**ARTICLE V
NOTICES**

All notices which are required or permitted to be given hereunder must be given in writing and must either be delivered personally to the party to whom such notice is given or sent to it by certified mail, postage prepaid and return receipt requested, addressed to such party at the address which is designated below (or such other address as may hereafter be designated by either party by written notice thereof to the other):

HENDERSON	City Manager/CEO City of Henderson 240 S. Water Street Henderson, NV 89015
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LIBRARY	Director Henderson District Public Libraries Administration 280 S. Green Valley Parkway Henderson, NV 89012
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**ARTICLE VI
INDEMNIFICATION**

HENDERSON hereby agrees to indemnify, defend and hold LIBRARY, its officers, agents or employees harmless from and against any and all liability, loss, damage, cost, claims, liens, judgments or demands of any kind which it or they may incur, suffer or be required to pay by reason of death, disease, or bodily injury resulting to any person, or of injury or damage to or destruction or loss of any property due directly to the acts or deeds of HENDERSON's employees, officers or agents, which may occur as a result of the services provided under this Agreement.

LIBRARY hereby agrees to indemnify, defend and hold HENDERSON, its officers, agents or employees harmless from and against any and all liability, loss, damage, cost, claims, liens, judgments or demands of any kind which it or they may incur, suffer or be required to pay by reason of death, disease, or bodily injury resulting to any person, or of injury or damage to or destruction or loss of any property due directly to the acts or deeds of LIBRARY's employees, officers or agents, which may occur as a result of the services provided under this Agreement.

**ARTICLE VII
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

Any repairs, installation of improvements, reconstruction or other work done to the building by HENDERSON must be done in compliance with the Americans with Disabilities Act of 1990 (ADA). All work pursuant to this section will be performed at the expense of the LIBRARY as the owner of the premises on a time-and-materials basis or the LIBRARY may elect to separately contract with a third party for the services.

In the event that a regulatory agency, private party, organization or individual makes a claim under the ADA against either HENDERSON or the LIBRARY, then the party whose breach or alleged

breach of responsibility under this Agreement is responsible for the claim must promptly take steps in good faith and at its own expense to bring the situation into compliance with the ADA. That party must defend, save and hold harmless the other party from any and all expenses incurred in responding to the claim, including without limitation attorney fees and court costs.

If the claim relates to an aspect of the premises as it existed prior to execution of this Agreement as opposed to work performed under this Agreement, then LIBRARY shall be deemed to be the party whose breach of responsibility gave rise to this claim.

ARTICLE VIII MISCELLANEOUS PROVISIONS

A. Governing Law

This Agreement shall be governed by the laws of the State of Nevada.

B. No Third-Party Beneficiaries

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

C. Waiver

No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder.

Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

D. Compliance with Laws

The parties herein shall, in the performance of their respective obligations hereunder, comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement, including the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

E. Severability

In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

F. Modification

This Agreement may only be modified in writing and signed by both parties. The terms within any amended agreement will become binding upon full execution by both parties.

G. Independence of Parties

The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any other similar relationship between HENDERSON and LIBRARY.

H. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

I. Entire Agreement

This Agreement and all attached exhibits hereto represent the entire agreement between HENDERSON and LIBRARY and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of the governing bodies of the parties.

[Remainder of this page intentionally left blank.]

[Signatures on the following page.]

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above set forth.

Date of City Council Action: _____

CITY OF HENDERSON
CLARK COUNTY, NEVADA

RICHARD A. DERRICK
City Manager/CEO

Date

ATTEST:

APPROVED AS TO FISCAL IMPACT:

SABRINA MERCADANTE, MMC
City Clerk

JIM MCINTOSH
Chief Financial Officer

APPROVED AS TO FORM:

NICHOLAS G. VASKOV
City Attorney

CAO
Review

Date of Library Board Action: May 23, 2019

HENDERSON DISTRICT
PUBLIC LIBRARIES

By: _____
Mark McGinty
Board Chair