

**SMOKY VALLEY LIBRARY SERVICES CONTRACT**  
**2016-17**

This agreement is made and entered into effective this twenty-fifth day of October, 2016, by and between the Nye County School District and the Smoky Valley Library District.

WHEREAS, the parties to this contract have determined that public library service is in the public interest and have found that this service can be provided most economically and effectively through contract with an established library facility, and by cooperative action under the contract by local educational and governmental entities,

WHEREAS, the Smoky Valley Library District recognizes that a public library can under contract provide library services to the schools, to the extent of the contract, to meet the curricular objectives of the school board,

NOW, THEREFORE, it is mutually agreed as follows:

1. This contract shall commence on July 1, 2016, and shall terminate on June 30, 2017. This contract may be amended at any time by written consent of the parties.
2. It is agreed that the Nye County School District may recommend the appointment of one person to the library board.
3. The Smoky Valley Library District agrees to assume the costs and responsibility for all insurance on the Round Mountain facility and its contents and further shall maintain in force personal liability insurance for the library facility.
4. It is expressly agreed by the parties of this contract that under the principles of equal access, all library patrons shall have equal access to the materials housed in the Round Mountain Library, regardless of the source of the funds used to purchase such materials.
5. The Smoky Valley Library District agrees that any portion of funds used solely for the purchase of curriculum support materials or any curriculum materials supplied directly by the School District shall become, remain, and be marked "Property of Nye County School District". Upon termination of this agreement, this property shall be allocated to the parties in proportion to their expenditures, which result in the acquisition of such property.
6. The Nye County School District herewith agrees to pay the Smoky Valley Library District a mutually agreed sum of \$67 per student based on the last day of the first school month enrollment of each school year, to be used by the Round Mountain Community Library in defraying the costs of materials, personnel, and services hereinafter described to be rendered to the students of the Round Mountain schools.

Should any party hereto breach the terms of the agreement, the exclusive right of the other party shall be the right of cancellation of this contract, effective six months after written notice to the other party, with payment of funds to be made prorata to termination date.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

SMOKY VALLEY LIBRARY DISTRICT  
BOARD OF TRUSTEES

BOARD OF TRUSTEES  
NYE COUNTY SCHOOL DISTRICT

By \_\_\_\_\_  
Trustee

\_\_\_\_\_  
President

Date \_\_\_\_\_

Date October 25, 2016

As of September 30, 2016 Enrollment:  $265 \times \$67 = \$17,755.00$