

## **GABBS LIBRARY SERVICES CONTRACT 2017-18**

This agreement is made and entered into effective this eighteenth (18<sup>th</sup>) day of October, 2017, by and between the Nye County School District and the Gabbs Community Library Board.

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 Gabbs Community Library recognizes that public library service to the total community includes library service to school age children,

WHEREAS, the Nye County School District recognizes that a public library can under contract provide library services to the school, 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, 2017, and shall terminate on June 30, 2018. This contract may be amended at any time by written agreement 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 Gabbs Community Library agrees to assume the costs and responsibility for all insurance on the 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 Gabbs Library, regardless of the source of the funds used to purchase such materials.
5. The Gabbs Community Library 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 the Nye County School District." Upon termination of this agreement, all property acquired during the term of this agreement 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 Gabbs Community Library Board a mutually agreed sum of \$67 per student based on the Average Daily Enrollment (ADE) on October 1<sup>st</sup> for the FY 17/18 school year, to be used by the Gabbs Community Library in defraying the costs of materials, personnel, and services herein described to be rendered to the students of the Gabbs School. Nevertheless, Nye County School District agrees to pay for not less than 100 students.

Should any party hereto breach the terms of this 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.

GABBS COMMUNITY LIBRARY  
TRUSTEES

BOARD OF TRUSTEES  
NYE COUNTY SCHOOL DISTRICT

by \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date October 18, 2017

First Month Enrollment:  $100 \times \$67 = \$6,700.00$ .  
(As of October 1, 2017 Enrollment = 20)