

AGREEMENT FOR LIBRARY AUTOMATION SERVICES

This Agreement made and entered into this ____ day of _____ ~~2023~~ 2024 by and between the LAS VEGAS–CLARK COUNTY LIBRARY DISTRICT (hereinafter referred to as “LVCCLD”), a consolidated library district duly established according to Nevada Revised Statute (NRS) 379.0221, party of the first part, and NORTH LAS VEGAS LIBRARY DISTRICT, a County Library District duly established according to NRS 379.021, party of the second part.

W I T N E S S E T H

WHEREAS, the NORTH LAS VEGAS LIBRARY DISTRICT having been duly established according to Nevada Revised Statutes and

WHEREAS, the NORTH LAS VEGAS LIBRARY DISTRICT provides library services within Clark County that are available to the people of the LVCCLD, and

WHEREAS, the LVCCLD has proudly provided library services to all residents of the State of Nevada, and

WHEREAS, the LVCCLD has made library automation services available to NORTH LAS VEGAS LIBRARY DISTRICT through its previously owned and licensed software provider, and

WHEREAS, the software was replaced on May 24, 2016 with a new computer system (hereinafter referred to as “System”) and library automation software licensed from Innovative Interfaces, Inc. (hereinafter referred to as “Innovative”) and purchased solely at LVCCLD’s expense, and

WHEREAS, the NORTH LAS VEGAS LIBRARY DISTRICT is now furnishing library privileges to the people of the LVCCLD, Clark County, Nevada, and receiving certain library automation services from the LVCCLD, and

WHEREAS, NRS 379.060 provides that the LVCCLD and other libraries and governmental entities shall cooperate and enter into the appropriate contracts when necessary

to provide library services, and

WHEREAS, the LVCCLD desires to provide certain library automation services to NORTH LAS VEGAS LIBRARY DISTRICT, and

WHEREAS, the LVCCLD and NORTH LAS VEGAS LIBRARY DISTRICT agree that any preceding contracts, arrangements, and earlier agreements between the parties relating to library automation services have now lapsed and are no longer in force.

NOW, THEREFORE it is hereby agreed by the parties hereto that the LVCCLD for the consideration contained within the herein contract, and more specifically set out in the schedules attached hereto and incorporated herein by reference, shall provide NORTH LAS VEGAS LIBRARY DISTRICT with System access and certain services that the System performs, and for other services defined as enumerated in SCHEDULE 1 and SCHEDULE 3 of this Agreement.

Article I

The LVCCLD will exert its best efforts to operate, support, maintain, and enhance the System in a timely manner. In doing so, it will exercise its own best judgment regarding the manner, method, and format of service delivery and support to the NORTH LAS VEGAS LIBRARY DISTRICT and all such decisions regarding manner, method, and format of delivery, service, and support to the NORTH LAS VEGAS LIBRARY DISTRICT shall be at the sole and exclusive discretion of the LVCCLD.

Article II

In consideration for fees paid to the LVCCLD, the LVCCLD shall provide the NORTH LAS VEGAS LIBRARY DISTRICT with System access and certain services that the System performs, and for other services defined and enumerated in SCHEDULE 1 and SCHEDULE 3 of this Agreement. Nothing in this Agreement or the operation thereof shall transfer ownership of any part of the System hardware, of System software, licenses, or any

other component of the LVCCLD's System and Network to the NORTH LAS VEGAS LIBRARY DISTRICT.

Article III

The LVCCLD will provide access to the System to NORTH LAS VEGAS LIBRARY DISTRICT except for such time as it is necessary to take the System down for such maintenance and other requirements, including migration to a new System, which may include extensive downtime, as deemed necessary solely in the exclusive opinion of the LVCCLD.

The LVCCLD will make available to NORTH LAS VEGAS LIBRARY DISTRICT the System's features and functions to deliver bibliographic services in support of the on-line public access catalog in text mode, a basic web catalog, circulation control of materials, overdue notices, cataloging, requests, and related reports as outlined in SCHEDULE 1 as set forth in Article XVIII of this Agreement.

Services to the NORTH LAS VEGAS LIBRARY DISTRICT do not include all System capabilities available to the LVCCLD through its purchase of Network and System related hardware, licensed Innovative software, Internet Service Provider and related bandwidth capabilities and other System capabilities. These other items may be provided subject to other terms and conditions as set forth in SCHEDULE 3 of this Agreement or through Amendment as set forth in Article XX.

Article IV

The LVCCLD has provided written instructions to NORTH LAS VEGAS LIBRARY DISTRICT for using its helpdesk facilities, application support, and escalation procedures associated with requests for services as set forth in Articles II and III of this Agreement.

Article V

The LVCCLD will develop and provide policies, procedures and parameters for the NORTH LAS VEGAS LIBRARY DISTRICT's use of the System, and additional parameters and procedures as set forth in Articles VI, VII, and VIII of this Agreement.

The NORTH LAS VEGAS LIBRARY DISTRICT specifically agrees and understands that pursuant to NRS 239.013, all information contained on the system pertaining to Library users and any other information contained on said system is the sole property of LVCCLD. Said information shall not be altered, transferred, released, modified, shared, or revealed to any person, governmental agency, corporation, partnership, or any type of entity without the express written permission of the LVCCLD first obtained. Any violation of this section may among other remedies result in NORTH LAS VEGAS LIBRARY DISTRICT losing all access, information, and data related to the system and this contract specifically.

Article VI

The LVCCLD will host meetings as needed with designated NORTH LAS VEGAS LIBRARY DISTRICT representatives or senior managers, working staff, and other parties to discuss related System issues, Internet operations, network operations, and other technical, managerial, and service related issues.

Article VII

The NORTH LAS VEGAS LIBRARY DISTRICT agrees to assign designated representatives to attend and participate in meetings as outlined in the above Article VI of this Agreement including the technical planning sessions associated with the LVCCLD's development of appropriate use policies. Further, NORTH LAS VEGAS LIBRARY DISTRICT shall participate in recurring System technology discussions that are necessary to assure ongoing successful operation of the System.

Article VIII

The NORTH LAS VEGAS LIBRARY DISTRICT agrees that access to and use of the System, network, and automated systems, including but not limited to the Online Public Access Catalog, circulation system, and networked databases are contingent upon the NORTH LAS VEGAS LIBRARY DISTRICT complying with the parameters and procedures as well as rules and regulations pertaining to network and automated system use as promulgated by the

LVCCLD.

Failure to comply with said rules and regulations, particularly those concerning system security and unauthorized modification to any networked computer system operating and application files and other software may result, upon notification by the Executive Director of the LVCCLD, in the LVCCLD's revoking NORTH LAS VEGAS LIBRARY DISTRICT's connection to the System and networked automated services.

In the event the LVCCLD revokes the connection to its System and networked automated services for failure of the NORTH LAS VEGAS LIBRARY DISTRICT to comply with said rules and regulations, networked automated services will be restored when the Executive Director of the LVCCLD has determined that the NORTH LAS VEGAS LIBRARY DISTRICT is in full compliance with the LVCCLD's said rules and regulations.

Article IX

The NORTH LAS VEGAS LIBRARY DISTRICT agrees to make appropriate use of cataloging standards for purposes of adding bibliographic records to the database. The NORTH LAS VEGAS LIBRARY DISTRICT agrees that all cataloging submitted by the NORTH LAS VEGAS LIBRARY DISTRICT or by its vendors for inclusion in the Innovative database must meet OCLC MARC input standards and library materials must be cataloged according to RDA or most current cataloging standards.

The NORTH LAS VEGAS LIBRARY DISTRICT agrees to use RDA and LCSH forms for all headings and uniform titles for current original cataloging, and to search and use the OCLC Authority File or the Library of Congress to verify forms of entry with oversight of said records by a professional librarian employed by the NORTH LAS VEGAS LIBRARY DISTRICT.

Core level records must contain the following complete data including indicators and subfields:

020: ISBN (when available)

090: LC call number (in item record call number for materials classed in LC categories)

092: Dewey call number (use only if 082 are not in the record)

099: Local call number (in item record call number for materials not classed in LC categories)
100: Author (when appropriate)
245: Title and statement of responsibility
246: Varying form of title (when appropriate)
250: Edition (when available)
260: Publishing information
300: Pagination, illustrative contents, height in cm.
500: Notes (when appropriate)
505: Contents (when appropriate)
6xx: All pertinent subject tracings
7xx: Added entries (when appropriate)

The LVCCLD will evaluate cataloging records prepared by NORTH LAS VEGAS LIBRARY DISTRICT or by its vendors for inclusion in the on-line database of bibliographic records and shall have sole authority to determine whether cataloging records submitted by NORTH LAS VEGAS LIBRARY DISTRICT conform to the MARC and OCLC standards as set forth in this Article.

In the event said records are determined to not conform to aforementioned standards, the NORTH LAS VEGAS LIBRARY DISTRICT agrees to compensate LVCCLD for expenses associated with the review of submitted records or cataloging expenses as set forth in SCHEDULE 3 of this Agreement. The LVCCLD will only assess charges for said review of cataloging records when it has determined at its sole discretion that such review is necessary due to the NORTH LAS VEGAS LIBRARY DISTRICT's repeated submittal of proposed records that do not comply with the cataloging standards as set forth in this Article.

Article X

The NORTH LAS VEGAS LIBRARY DISTRICT agrees to provide the names, addresses, telephone numbers, and electronic mail addresses of contact persons for each facet

of the services provided by the LVCCLD.

Article XI

The NORTH LAS VEGAS LIBRARY DISTRICT agrees to provide to the LVCCLD itemized lists and descriptive information pertaining to the configuration of Workstations, networks, routers, or other Network and information technology equipment on loan from the LVCCLD, or owned or provided by the NORTH LAS VEGAS LIBRARY DISTRICT for accessing the System.

Article XII

The LVCCLD agrees to allow the NORTH LAS VEGAS LIBRARY DISTRICT to use any computer or network equipment that NORTH LAS VEGAS LIBRARY DISTRICT owns for LVCCLD-provided library automation services.

The NORTH LAS VEGAS LIBRARY DISTRICT agrees that said equipment must be compatible with the System and Network operated by the LVCCLD. In the event of said failure of equipment to operate as necessary to assure proper connectivity to the System and Network, the NORTH LAS VEGAS LIBRARY DISTRICT shall have the option to either repair or replace said equipment at its sole expense.

Article XIII

The NORTH LAS VEGAS LIBRARY DISTRICT shall have the responsibility to assure that all equipment owned by NORTH LAS VEGAS LIBRARY DISTRICT or in its care as set forth in Article XII of this Agreement meets required standards and criteria for connectivity to the System and Network as identified by the LVCCLD.

The NORTH LAS VEGAS LIBRARY DISTRICT agrees to assume all labor and contractual obligations associated with said equipment, the telecommunications expenses associated with connecting the NORTH LAS VEGAS LIBRARY DISTRICT to the System and Network, and the troubleshooting or other assistance related to equipment owned or services purchased by the NORTH LAS VEGAS LIBRARY DISTRICT.

The LVCCLD agrees to provide services associated with troubleshooting or other assistance related to equipment owned or purchased by the NORTH LAS VEGAS LIBRARY DISTRICT at rates set forth in SCHEDULE 3 of this Agreement.

Article XIV

The LVCCLD agrees to provide and maintain at its sole expense all necessary routers, firewall, and related telecommunications equipment housed within LVCCLD facilities that are necessary for required interface with NORTH LAS VEGAS LIBRARY DISTRICT's equipment as set forth in Article XIII of this Agreement.

Article XV

In consideration for services outlined in Article II of this Agreement, the NORTH LAS VEGAS LIBRARY DISTRICT agrees to pay to the LVCCLD the payment of ~~\$54,046.20~~ ~~\$62,035.17~~ ~~(Fifty-Four Thousand, Forty-Six dollars and Twenty-Cents Sixty-Two Thousand, Thirty-Five Dollars and Seventeen Cents)~~ payable in ~~four~~ **three** payments of ~~\$13,511.55~~ ~~\$15,508.79~~ ~~(Thirteen Thousand, Five Hundred, Eleven Dollars and 55 Cents~~ **Fifteen Thousand, Five Hundred, Eight Dollars and Seventy-Nine Cents)** and one payment of ~~\$15,507.80~~ **(Fifteen Thousand, Five Hundred, Eight Dollars and Eighty Cents)**. Payments will be due on September 30, ~~2023~~ **2024**, December 31, ~~2023~~ **2024**, March 31, ~~2024~~ **2025** and June 30, ~~2024~~ **2025**.

This fee includes the annual service contract fee to the LVCCLD including courier fees for five (5) days a week requested by NORTH LAS VEGAS LIBRARY DISTRICT and a maintenance fee for access to the OverDrive e-media products and the Decision Center reporting tool as outlined in SCHEDULES 2 and 3 of this Agreement. Selection of OverDrive titles will be at the sole discretion of the LVCCLD. Courier costs are adjusted each year, if applicable based on actual driver time (salaries/benefits), operating expenses, and mileage. Any NORTH LAS VEGAS LIBRARY DISTRICT request for custom configurations is subject to additional billing. Written notification will be given to NORTH LAS VEGAS LIBRARY DISTRICT

regarding any price adjustment.

An invoice will be sent for the above amount that will include charges for any additional services as set forth in SCHEDULE 3 of this Agreement that have been incurred during the invoiced period. Said payments shall take place within thirty (30) days of receipt of the invoice from the LVCCLD to the NORTH LAS VEGAS LIBRARY DISTRICT but in no event later than the aforementioned date. Should payment not be made when due then it shall accrue interest at the rate of 5% per month to be paid in full and LVCCLD may at its sole discretion after ten (10) days' notice to the NORTH LAS VEGAS LIBRARY DISTRICT declare this contract in breach and cease and desist all services hereunder.

LVCCLD will review fine collections based on payments made at LVCCLD branches for NORTH LAS VEGAS LIBRARY DISTRICT materials and for payments made at NORTH LAS VEGAS LIBRARY DISTRICT branches for LVCCLD materials for the time period July 1, **2023 2024** through June 30, **2024 2025**. If the difference in the amounts is greater than \$100.00, LVCCLD will issue an invoice to NORTH LAS VEGAS LIBRARY DISTRICT if the difference calculated results in monies due to LVCCLD, or send payment if the difference calculated results in monies owed to NORTH LAS VEGAS LIBRARY DISTRICT.

LVCCLD will also analyze and compare quarterly cross usage between LVCCLD and the NORTH LAS VEGAS LIBRARY DISTRICT. If an annual *net lending inequity of use is determined by either entity, the affected entity is entitled to seek compensation to reimburse the affected party for the inequity of use including renegotiation of the inter-institutional borrowing/lending terms as well as services outlined in Articles II, XV, and XVII.

*Net Lending is defined as the difference between LVCCLD materials borrowed by NORTH LAS VEGAS LIBRARY DISTRICT residents and NORTH LAS VEGAS LIBRARY DISTRICT materials borrowed by LVCCLD residents.

Article XVI

The LVCCLD implemented RFID technology in all of its urban branches during

the 2008-09 fiscal year. As a condition of participation in the LVCCLD System, the NORTH LAS VEGAS LIBRARY DISTRICT has converted its entire collection to RFID technology including tagging of materials at its own expense in accordance with the specifications provided by LVCCLD. The NORTH LAS VEGAS LIBRARY DISTRICT further agrees that all of its newly added material will be equipped with RFID tags as long as they remain a part of the LVCCLD System.

Article XVII

The LVCCLD agrees to provide a variety of additional contract services to NORTH LAS VEGAS LIBRARY DISTRICT at the rates outlined in SCHEDULE 3 of this Agreement. These additional contract services shall be subject to the ability of the LVCCLD to meet its primary obligation to provide services to LVCCLD residents, subject to the availability of LVCCLD personnel and shall be at the sole discretion of the LVCCLD. Such additional contract services may include cataloging of bibliographic records, troubleshooting and network consultation, and use of the System and Network for the NORTH LAS VEGAS LIBRARY DISTRICT's licensing of on-line databases.

Article XVIII

The following SCHEDULES are included and incorporated into this Agreement:

SCHEDULE 1 identifies basic software applications and System services associated with the on-line public access catalog, circulation and cataloging services, and related reports distribution as provided in consideration for the annual service fee as set forth in Article XV of this Agreement.

SCHEDULE 2 identifies the annual service fee for NORTH LAS VEGAS LIBRARY DISTRICT and formula parameters used to derive proportional contracting library fees for NORTH LAS VEGAS LIBRARY DISTRICT and other libraries contracting for library automation services with the LVCCLD.

SCHEDULE 3 identifies expenses associated with charges for additional services

such as cataloging, and other custom or special services that are available at the option of NORTH LAS VEGAS LIBRARY DISTRICT and are not included in Article II of this Agreement or as set forth in SCHEDULE 1.

Article XIX

This Agreement shall be in force for the period July 1, ~~2023~~ 2024 through June 30, ~~2024~~ 2025.

Article XX

This Agreement may be amended from time to time by mutual written approval of the parties.

Article XXI

This Agreement may be terminated with ninety (90) days' notice by either party, but not without prior consultation and discussion of issues relating to termination except in the event of non-payment contained in Article XV in which case Article XV takes precedence over this herein Article.

Article XXII

Definitions as used in the herein contract shall be as follows:

System shall mean the LVCCLD's on-line library automation system consisting of certain computer and network hardware and Innovative Interfaces, Inc. software application solely purchased, licensed, and operated by the LVCCLD and provided in an on-line form to NORTH LAS VEGAS LIBRARY DISTRICT.

SCHEDULES 1 THROUGH 3 shall mean the appended lists of products and services incorporated in this Agreement and as set forth in Article XVIII of this Agreement. Said SCHEDULES of products, services and fees are provided by the LVCCLD. SCHEDULE 1 outlines basic services. SCHEDULE 2 provides the annual assessment based upon a formula for all participating libraries. SCHEDULE 3 provides optional services and associated additional fees that will be assessed as used. The fee that is invoiced will reflect the addition of these

options as used.

Internet shall mean the global communications and services network supported by Transmission Control Protocol/Internet Protocol data communications traffic, referring to computer and communications activities or services that are not provided by the LVCCLD.

Local Area Network (also LAN, Local Area Networking) shall mean the internal data communications network owned and operated by the NORTH LAS VEGAS LIBRARY DISTRICT, which may be connected to the network for transport of data to and from Computer Terminals and Workstations in the NORTH LAS VEGAS LIBRARY DISTRICT and from those Computer Terminals and Workstations to the System.

Module shall mean any application, program or utility of the Innovative integrated library automation system that is not included in the basic contractual services as provided in this Agreement. An example of a module is Acquisitions.

Network shall mean the digital data communications link(s) provided by Sprint or other telecommunications service provider, approved and designated by the LVCCLD that connects the LVCCLD and the System to the NORTH LAS VEGAS LIBRARY DISTRICT, or other data communication services, methods, or transport media employed by the NORTH LAS VEGAS LIBRARY DISTRICT or the LVCCLD whose operation might impact the System.

Computer Terminals and Workstations shall mean any devices that the NORTH LAS VEGAS LIBRARY DISTRICT attaches to the Network and thus to the Local Area Network to the System, where Computer Terminals and Workstations communicate to, with, or through the System and thus places a service demand on the System and on the Network.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT

By: _____

Kelvin Watson
Executive Director

NORTH LAS VEGAS LIBRARY DISTRICT

By: _____

Forrest Lewis
Library Director

APPROVED AS TO FORM:

Gerald M. Welt
Attorney for the Las Vegas-Clark County Library District

DRAFT