

## ITEM III.

**PROPOSED AGENDA  
LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT  
Special Board of Trustees Meeting  
March 25, 2026**

DATE: Wednesday, March 25, 2026

TIME: 4:00 p.m.

PLACE: Online via YouTube

The Agenda and Board meeting documents can be found at  
<https://lvccld.org/board/board-of-trustees-meetings/>

I. Roll Call and Pledge of Allegiance

II. Public Comment

Topics raised under this item must be limited to matters on today's Agenda. Anyone wishing to speak during this item must sign-up prior to the public comment period. The sign-up must include the commenter's name, legal address, and the agenda item that is being commented on.

The public comment period at library district board meetings shall be limited to a maximum of forty-five (45) minutes for both periods of public comment. Remarks by speakers during the public comment period shall be limited to three (3) minutes each. A speaker may not transfer time to another speaker; although, the Chair has the authority to grant additional time to a speaker.

Anyone wishing to submit a public comment via email under this item must send an email to [boardcomments@lvccld.org](mailto:boardcomments@lvccld.org). The email must include the commenter's name, legal address, and the agenda item that is being commented on. Email comments are limited to 500 words in length and will be included in the meeting record. Any comments which do not state the commenter's name, legal address, or exceeding 500 words in length shall not be considered.

III. Board Action to accept Proposed Agenda (For possible action)

IV. New Business

A. Regular Agenda

1. Discussion and possible Board action regarding approval of the Library Foundation Contract

V. Executive Session - If necessary, this will be a closed session estimated to require up to 45 minutes.

VI. Announcements

The Finance and Audit Committee meeting will be held on Monday, April 6, 2026, at 1:00 pm via Zoom.

The April Board meeting will be held on Thursday, April 9, 2026, at 5:00 pm.  
Location: East Las Vegas Library, 2851 E. Bonanza Road, Las Vegas, NV 89101.

The May Board meeting will be held on Thursday, May 21, 2026, at 5:00 pm.  
Location: Windmill Library, 7060 W. Windmill Ln., Las Vegas, NV 89113.

The June Board meeting will be held on Thursday, June 11, 2026, at 5:00 pm.  
Location: Windmill Library, 7060 W. Windmill Ln., Las Vegas, NV 89113

VII. Public Comment

Topics raised under this item cannot be acted upon until the notice provisions of the open meeting law have been met. If you wish to make public comment on this item, you must sign up on the roster provided prior to the public comment period. The sign-up must include the commenter's name and legal address, and this agenda item. Commenters should state if they want their remarks included in the minutes of the meeting.

Anyone wishing to submit a public comment via email during the meeting must send an email to [boardcomments@lvccld.org](mailto:boardcomments@lvccld.org). The email must include the commenter's name, legal address, and this agenda item. Email comments are limited to 500 words in length and will be included in the minutes of the meeting. Any comments which do not state the commenter's name, legal address, or exceeding 500 words in length shall not be considered.

The public comment period at library district board meetings shall be limited to a maximum of forty-five (45) minutes for both periods of public comment. Remarks by speakers during the public comment period shall be limited to three (3) minutes each. A speaker may not transfer time to another speaker; although, the chair has the authority to grant additional time to a speaker.

VIII. Adjournment

NOTE: AT ANY TIME, ANY ITEM ON THIS AGENDA MAY BE TAKEN OUT OF ORDER, COMBINED WITH ONE OR MORE OTHER ITEMS ON THE AGENDA OR REMOVED FROM THE AGENDA, EITHER AT THE DISCRETION OF THE CHAIR OR BY VOTE OF THE BOARD.

NOTE: REASONABLE EFFORTS WILL BE MADE TO ASSIST AND ACCOMMODATE PERSONS WITH PHYSICAL DISABILITIES DESIRING TO ATTEND THE

MEETING. PLEASE CALL CHANDLER COOKS AT (702) 507-6186 SO THAT ARRANGEMENTS FOR ATTENDANCE MAY BE MADE NO LATER THAN 48 HOURS PRIOR TO THE MEETING.

NOTE: PLEASE CONTACT CHANDLER COOKS AT (702) 507-6186 OR [chandler.cooks@thelibrarydistrict.org](mailto:chandler.cooks@thelibrarydistrict.org) TO REQUEST THE SUPPORTING MATERIAL FOR THIS MEETING. SUPPORTING MATERIAL CAN BE FOUND AT <https://lvccld.org/board/board-of-trustees-meetings/>.

Pursuant to NRS 241.020, this item has been properly noticed and posted online at the Las Vegas-Clark County Library District website, [www.lvccld.org](http://www.lvccld.org) and at Nevada Public Notice at <https://notice.nv.gov>. Written notice of the meeting of the Las Vegas-Clark County Library District Board of Trustees was given on Friday, March 20, 2026, i.e., given at least three (3) working days before the meeting, including in the notice the time, way to access the meeting, and agenda of the meeting:

- A. By delivering a copy of the notice to each Library Trustee.
- B. By posting a copy of the notice at the principal office of the Library Trustees, or if there is no principal office, at the building in which the meeting is to be held, and at least three other separate, prominent places within the jurisdiction of the Trustees, to wit:

1. Clark County Library  
1401 Flamingo Road  
Las Vegas, NV 89119
2. East Las Vegas Library  
2851 Bonanza Road  
Las Vegas, NV 89101
3. Sunrise Library  
5400 E. Harris Avenue  
Las Vegas, NV 89110
4. West Charleston Library  
6301 Charleston Boulevard  
Las Vegas, NV 89146
5. West Las Vegas Library  
1861 N. Martin Luther King Jr. Blvd  
Las Vegas, NV 89106
6. Windmill Library  
7060 W Windmill Lane  
Las Vegas, NV 89113

7. Whitney Library  
5175 E Tropicana Ave  
Las Vegas, NV 89122

8. Las Vegas-Clark County Library District website  
[www.lvccld.org](http://www.lvccld.org)

- C. By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Las Vegas-Clark County Library Board of Trustees in the same manner in which notice is requested to be mailed to a member of the Library Board of Trustees.
- D. Live Stream Connection information:  
[https://www.youtube.com/live/v2\\_8e-PLX6A](https://www.youtube.com/live/v2_8e-PLX6A) or  
Visit the Library District's YouTube channel: [Youtube.com/TheLibraryDistrict](https://www.youtube.com/TheLibraryDistrict)



## ITEM IV.A.1

### AGENDA ITEM

---

#### MARCH 25, 2026 SPECIAL MEETING OF THE BOARD OF TRUSTEES

##### Agenda Item # IV.A.1:

Discussion and possible Board action regarding approval of the Library Foundation Contract

##### Background:

The Board of Trustees will consider a proposed contract between the Las Vegas–Clark County Library District and the Las Vegas–Clark County Library Foundation. The agreement outlines the terms and conditions governing the relationship between the Library District and the Foundation, including roles, responsibilities, and operational support. This item has been scheduled for a Special Board Meeting to allow focused review and consideration of the proposed contract outside of the regular Board meeting cycle.

##### Recommended Action:

Discussion and possible Board action to approve the Library Foundation Contract.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “Agreement”) is entered by and between the Las Vegas Clark County Library District (the “District”) and the Las Vegas-Clark County Library District Foundation, Inc., a Nevada non-profit corporation (the “Foundation”). Each party is individually referred to as a “Party” and collectively as the “Parties”. This Agreement is effective as of the last date any authorized signatory affixes his/her signature below (the “Effective Date”).

### RECITALS

WHEREAS, the District is a public agency. The District is a consolidated library pursuant to NRS 379.0222. The District’s Board of Trustees (“District Board of Trustees”) consists of ten (10) members: five (5) members appointed by the Clark County Commission and five (5) members appointed by the Las Vegas City Council. The District is exempt from both State and Federal taxes in accordance with Internal Revenue Service Code Section 115, relative to political subdivisions, and NRS 372.325.

WHEREAS, the Foundation was organized and incorporated on October 15, 2002, for charitable and educational purposes within Section 501(c)(3) of the Internal Revenue Code. The object and purposes of the Foundation and the nature of the business to be conducted by it are as follows:

(a) To aid, support, and assist the promotion, growth, and improvement of the Las Vegas-Clark County Library District, its staff, facilities, and collections; and to enhance and stimulate the quality of library services and the standards and potentials of the Las Vegas-Clark County Library District without supplanting any state or federal and local funding sources, or becoming a substitute source for such funding.

(b) To receive, maintain, and administer a fund of real and personal property derived from all sources whatsoever, with the exception of funds coming from District funds, property or property converted to funds, subject to the terms of any specific gift, grant, bequest, or devise and to the restrictions set forth below, to use, apply, and distribute the income from and the principal of such fund, exclusively for the benefit of, or to carry out the purposes of, the Las Vegas-Clark County Library District.

(c) To serve as an innovative, flexible, and efficient vehicle to facilitate the solicitation and management of gifts, grants, bequests, and devises for the benefit of the Las Vegas-Clark County Library District.

(d) To do and engage in all lawful activities that further or are consistent with the preceding objects and purposes of the Las Vegas-Clark County Library District.

WHEREAS, the Foundation’s Board of Directors (“Foundation Board of Directors”) consists of nine (9) directors. Two (2) members of the Foundation’s Board of Directors are appointed by the District Board of Trustees. The District’s Executive Director or the Executive Director’s designated representative serves as a member of the Foundation Board of Directors in an ex-officio capacity.

WHEREAS, the Parties entered into the Agreement, attached hereto as Exhibit “A” (the “Bookstore Agreement”), wherein the District agreed to donate library materials discarded to the Foundation and the Foundation agreed to sell such library materials. Such funds from the sales are placed into a restricted fund to be used for District programs, projects, capital and material acquisitions, and costs for a District volunteer coordinator that include salary, benefits and 15% District administrative overhead. The Bookstore Agreement’s term ended on June 30, 2024 and was extended through December 30, 2024. The Bookstore Agreement was terminated primarily to allow the District to handle directly the conversion of the District’s library materials to sell on its own in order to repurpose the assets by providing funds needed for the District’s operations.

WHEREAS, the Parties entered into the Endowment Management Agreement dated December 17, 2018, attached hereto as Exhibit “B” (the “Endowment Management Agreement”), wherein the District Board of Trustees approved the establishment of a perpetual endowment fund for the benefit of the District to be held, managed, and distributed by the Foundation.

WHEREAS, because the Foundation’s purpose is to support the District, and because the District desires to continue to utilize the Foundation’s services, the Parties have agreed it is in their best interests to outline their roles and responsibilities as set forth in this Agreement with respect to how the Foundation will provide financial and programmatic support to the District through fundraising and the procedures for fundraising, fund distribution, and joint activities between the Parties.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the foregoing recitals, which have been incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1. District’s Governance.** The District is governed by NRS Chapter 379. The District Board of Trustees exercise the overall supervision and management of the District and appoint an Executive Director, who serves at the pleasure of the District Board of Trustees.

**2. Foundation’s Governance.**

(a) The Foundation is governed by NRS Chapter 82 and Section 501(c)(3) of the Internal Revenue Code. All corporate powers shall be exercised by or under the direction of the Foundation Board of Directors. The Foundation Board of Directors supervise and control the affairs of the Foundation and the activities of its officers. The Chair is the chief executive officer and is subject to the control of the Foundation Board of Directors. The Chair performs all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation, or by the Bylaws, or which may be prescribed from time to time by the Foundation Board of Directors.

(b) The Foundation Board of Directors is responsible for the control and management of all assets of the Foundation, including the prudent management of all gifts consistent with donor intent. The Foundation Board of Directors is further responsible for the performance and oversight of all aspects of its operations based upon a comprehensive set of bylaws addressing fiduciary responsibilities and ethical expectations.

**3. Fundraising Relationship.** The District and the Foundation will maintain a mutually respectful and cooperative relationship. The Foundation will serve as the primary fundraising entity for the District, and the District will recognize the Foundation in all printed materials, on the website, and other related media as its official fundraising partner. The District will not establish a fundraising staff nor authorize any other entity to conduct fundraising activities independently. The District will collaborate with the Foundation on joint fundraising opportunities. The Parties will establish internal and external communication procedures for collaborative projects and initiatives, which shall be incorporated into this Agreement. The Parties acknowledge and agree that repurposing assets, namely selling property purchased by or donated to the District, including but not limited to books purchased or donated to the District, is not considered a fundraising activity.

**4. Responsibilities of the Foundation.**

(a) The Foundation shall engage in fundraising activities to secure financial resources to support the District's programs, services, collections, capital projects, and other initiatives.

(b) The Foundation shall work closely with the District to identify funding priorities that align with the District's strategic goals and objectives.

(c) The Foundation shall manage all funds raised, ensuring that contributions are used in accordance with donor intent and the approved purposes. Foundation shall use reasonable efforts to raise unrestricted funds whenever possible, so that the District may use the funds for purposes it deems most beneficial to the community the District serves.

(d) The Foundation shall use reasonable efforts to minimize its administrative overhead expenses and operate efficiently so that the maximum amount of funds raised for the District are directed toward programmatic and charitable purposes.

(e) During the first year of this Agreement, the Foundation may utilize up to \$189,000 from the Endowment's interest for its administrative overhead expenses. After the first year, the Parties will meet annually to determine, in good faith, whether any Endowment interest may be used for the Foundation's administrative overhead expenses for the following year, such approval must be made in the best interest of the District.

(f) During the first year of this Agreement, the Foundation shall raise a minimum of \$61,000 to cover its administrative overhead expenses. Beginning in Year 2, the Foundation shall raise a minimum of \$400,000, and administrative overhead expenses shall not exceed 50% of such funds. In Year 3, administrative overhead expenses shall not exceed 35% of

the funds raised for administrative overhead expenses, and beginning in Year 4, administrative overhead expenses shall not exceed 20% of the funds raised for administrative overhead expenses. Any amounts raised that are not subject to a cap on administrative overhead shall be credited toward the Foundation's minimum fundraising requirements. Notwithstanding the foregoing, to the extent a donor expressly designates in writing that donated funds may be used solely for administrative overhead expenses, such donor-restricted funds shall not be subject to the foregoing administrative overhead caps. The Parties agree the foregoing administrative overhead caps may be adjusted at any time through mutual, written consent, to ensure the Foundation's operational success and stability and that such consent shall not be unreasonably withheld, conditioned, or delayed. The Foundation shall maintain detailed records of all administrative overhead expenses, including documentation sufficient to demonstrate that such expenses comply with the percentage limitations set forth in this Section. The Foundation shall provide the District with an annual administrative overhead report itemizing administrative expenses, the total funds raised for administrative purposes, and the percentage of such funds allocated to administrative overhead for the applicable year. If the Foundation exceeds any administrative overhead cap set forth in this Agreement without prior written approval of the District, the Parties shall promptly meet to determine corrective actions, which may include adjustment of future overhead allocations, modification of fundraising strategies, or other mutually agreed measures to ensure compliance with the limits set forth in this Section. Repeated or material failure to comply with the administrative overhead caps may constitute a default under this Agreement subject to the provisions of Section 15.

For purposes of this Agreement, "administrative overhead expenses" include salaries, benefits, operational expenses, fundraising costs, professional services, and other general administrative costs incurred by the Foundation in carrying out its duties under this Agreement.

(g) In addition to raising funds to support its administrative overhead expenses, after the first year, the Foundation shall use reasonable efforts to achieve a minimum net annual financial contribution to the District of \$150,000 during each year of the term of this Agreement. Any grant processed by the District through the Foundation solely because the Foundation serves as the District's nonprofit vehicle shall be credited toward the Foundation's minimum net annual financial contribution. The Parties agree that if the Foundation is unable to meet such minimum net annual financial contribution, despite reasonable efforts, the minimum net annual financial contribution may be adjusted at any time through mutual, written consent, and that such consent shall not be unreasonably withheld, conditioned, or delayed. If the Foundation is unable to meet such minimum net annual financial contribution set forth in this Agreement without prior written approval of the District, the Parties shall promptly meet to determine corrective actions, which may include adjustment of future overhead allocations, modification of fundraising strategies, or other mutually agreed measures to ensure compliance with the agreed-upon minimum. Repeated or material failure to comply with the minimum net annual financial contribution may constitute a default under this Agreement subject to the provisions of Section 15.

For purposes of this Agreement, "minimum net annual financial contribution" means the minimum amount of funds raised by the Foundation, excluding the administrative overhead expenses, that shall be distributed to the District each year.

(h) The Parties shall develop a mutually agreed-upon Annual Grant Review and Budget Process (defined below) to set forth the objectives for the Foundation.

(i) The Foundation shall provide all grant opportunities it becomes aware of which are available to municipalities directly to the District for its sole handling.

(j) The Foundation shall maintain accurate records of all expenses, contributions, grants, and disbursements, providing the District with financial reports on a semi-annual basis.

## **5. Responsibilities of the District.**

(a) The District shall collaborate with the Foundation to identify funding needs, priorities, and projects that align with the District's mission and strategic objectives.

(b) The District shall have the first right of refusal to handle directly all grant opportunities and shall provide grant opportunities to the Foundation that are only available to non-profit organizations for the Foundation to submit. Any such grant opportunity shall be credited towards the Foundation's net annual financial contribution. The District shall use its grant writer to prepare the submission by Foundation, until both parties deem it more efficient for the Foundation to engage the grant writing services by a third party. The District shall acknowledge assistance the Foundation provides for any grant brought to the District, publicly when appropriate and possible.

(c) The District shall use funds received from the Foundation solely for the purposes approved by the donor, if there is a restriction, and shall provide reports on how the funds have been utilized.

(d) The District shall help promote the Foundation's efforts and initiatives.

(e) The District shall recognize the Foundation's support in its public communications, materials, and programming.

(f) The District shall create an environment that encourages the appropriate independence of the Foundation consistent with its standing and obligations as a non-profit organization.

(g) The District shall assign the appropriate staff members, including the Executive Director, to serve as liaisons between the District and the Foundation and to support the activities associated with this Agreement.

(h) The District is subject to Nevada Open Meeting Laws, and, as such, any information or records received and maintained by the District will be subject to public disclosure unless specifically exempted by law.

(i) The District will continue to operate its bookstore for selling its books and

other library materials. This includes books and other materials which have, in the District's sole discretion, been determined to be of no further use to the District as outlined in the District's Collection Development Policy. These materials may also include materials donated by the public, that the District has determined are not suitable for adding to the District's collection. The District may either donate these books to a 501(c)3 or a school for use, or sell these materials at the District's bookstore. Materials donated by the public and sold in the District's bookstore have made up no more than five percent (5%) of the materials sold by the District each year, over the past five (5) years. The District shall continue to sell such donated books, but shall provide 5% of the total bookstore revenue to the Foundation for use by the Foundation for the purpose of developing revenue for the District. The District shall be responsible for all expenses associated with any New Market Tax Credit audits.

**6. Annual Grant Review and Budget Process.** The Foundation and the District staff will jointly prepare an Annual Grant Review and Budget Process, such that all opportunities open to municipalities will be directed to the District for its handling directly, and all opportunities solely available to non-profits will be directed to the Foundation for its handling, and ensuring all necessary steps are followed. The Annual Grant Review and Budget Process will align with the preparation of the Parties' respective annual budgets and be subject to approval by their respective boards. Grants solely available to non-profits and submitted by the Foundation must comply with the restrictions placed on the grant. If the grant does not allow for use for administrative costs, the total amount of the grant shall be provided to the District. Other forms of Foundation fundraising must be used by the Foundation to cover any expenses it may incur. If the grant does allow a portion of the grant to be used for overhead, the amount shall not exceed 10% to the Foundation, it being understood that the District shall be covering the grant writing expense, so the Foundation expenses should fall under or equal to 10% of the award amount. For clarification, the New Market Tax Credit provided for the District's new building shall not be considered a grant that would allow any portion to be retained by the Foundation. Instead, the entire New Market Tax Credit funds will be delivered to the District, solely for the District's building purposes.

**7. Foundation Staffing.** The Foundation's staff will be employed by and work under the direction of the Foundation. The staff positions will include a Development Director. The Foundation shall be entitled, in its reasonable discretion, to determine whether additional positions are financially sound and required to meet its obligations under this Agreement. All Foundation staff will be paid with funds raised by the Foundation that are non-restricted.

**8. District Staffing Transition.** For 6 months following the date the Foundation's Executive Director assumes their role, the District shall continue to allow its support staff to assist the Foundation with the transition, including scheduling meetings and providing administrative and financial support, such as assistance with audits.

**9. Office Space/Equipment.** The District will provide and maintain a suitable administrative office, website, and limited storage space for the Foundation staff within the Windmill Service Center or one of the select branches, including Clark County Library, Sahara West Library, or Centennial Hills Library, together with any ancillary office equipment, internet services, and website services reasonably necessary for the Foundation's operations.

**10. Fundraising and Grant Review Process.** The Foundation is authorized to conduct fundraising activities, campaigns, and events on behalf of the District to secure financial resources. The Foundation will develop an Annual Fundraising Plan (the “Plan”) that identifies fundraising priorities, strategies, events and goals. The first Plan shall be developed by July 1, 2026 and shared with the District for comment. The Plan will be reviewed and updated semi- annually (January 1<sup>st</sup> /July 1<sup>st</sup>) and shared with the District for comment. The Foundation will distribute funds to the District as requested by the District throughout each year. This process will include submitting, reviewing, and approving grant requests, as well as ensuring the funding is allocated to projects meeting donor requirements and District priorities. This process will provide opportunities for senior District staff to actively review grant requests, identify funding priorities, and assess the grants’ impact.

**11. Fund Distribution and Financial Management.** The Foundation will distribute funds to the District in accordance with the Annual Grant Review and Budget Process. The Parties will agree on the funds’ timing, amount, and purpose to be distributed each year. The Foundation shall endeavor to honor requests from the District for funds necessary to carry out all lawful activities that further or are consistent with the objectives and purposes of the Las Vegas-Clark County Library District, provided; however, the Foundation, in its discretion may deny such requests if the Foundation, in its reasonable discretion, does not have sufficient resources to fulfill the District’s request for funds due, but not necessarily limited to, donor restrictions, fiduciary duties, and financial commitments required to maintain the Foundation. The Foundation shall maintain separate accounting for all funds raised, held, and distributed for the benefit of the District. The Foundation will ensure that all funds are managed in accordance with generally accepted accounting principles and applicable laws. The District shall ensure that all funds received from the Foundation are used for approved purposes and will maintain accurate records of expenditures. The Foundation and the District shall meet at least quarterly to review financial reports, assess the impact of funded programs, and discuss any adjustments to funding priorities or processes.

**12. District Audit and Inspection Rights.** The Foundation shall maintain complete and accurate books, records, and accounts relating to all funds raised, held, expended, or distributed pursuant to this Agreement, including without limitation records relating to administrative overhead expenses and fundraising activities. Upon reasonable notice, the District, or its designated representatives, shall have the right not less than once per calendar year, and more frequently if reasonably necessary to verify compliance with this Agreement, to inspect, review, and audit the Foundation’s books, records, financial statements, and supporting documentation relating to this Agreement. Such inspection or audit may include review of accounting records, bank statements, expense documentation, fundraising reports, and any other materials reasonably necessary to confirm compliance with the administrative overhead limitations and financial contribution obligations set forth herein. The Foundation shall cooperate fully with any such review or audit and shall provide access to all reasonably requested records within a reasonable time. If any audit reveals a material discrepancy, misallocation of funds, or non-compliance with the administrative overhead limitations set forth in this Agreement, the Parties shall promptly meet in good faith to address and remedy such issue.

**13. Reporting and Evaluation.** The District shall provide the Foundation with periodic reports on the use of distributed funds from the Foundation, including outcomes, achievements, and any other noteworthy benefits to the community. The Parties shall conduct an annual review of this Agreement to evaluate the effectiveness of their collaboration and make any necessary adjustments to ensure continued alignment with their shared goals. In year three (3) of the initial Term, the Parties shall hold a formal meeting to discuss the Agreement and determine whether modifications are necessary to ensure the continued success of the Parties' shared goals.

**14. Term; Termination.** This Agreement shall be effective from the Effective Date and continue for a period of five (5) year(s); provided, if none of the Parties send notice of termination prior to the expiration of the then-current term, this Agreement shall automatically renew for up to two (2) successive three (3) year terms. This Agreement may be terminated by either Party by providing ninety (90) days' written notice to the other Party. If this Agreement is terminated, then the Parties shall work together to transfer such fundraising assets that are exclusively to or for the benefit of the District or its successor after paying off all of the Foundation's obligations and liabilities.

**15. Default; Right to Cure.** Failure by either Party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other Party, shall constitute a default under this Agreement. Thereafter, the non-defaulting party shall so notify the defaulting party and, upon the discretion of the non-defaulting party, declare said Agreement in default and to declare said Agreement terminated. If the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such Party shall have such additional time as may be necessary to perform or comply so long as such Party commences performance or compliance within the thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the thirty (30) days, the non-defaulting Party shall have all rights and remedies which may be available under law or equity including without limitation, the right to specifically enforce any term or provision hereof.

**16. Authority.** The Parties represent and warrant that they each have the requisite right, power and authority to enter into this Agreement and that the consent of no other person or entity is required for the execution or performance of this Agreement.

**17. Mutual Indemnification.** Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party") from and against any and all claims, damages, and liabilities, including any and all expense and costs, legal or otherwise, caused by the negligent act or omission of the Indemnifying Party, its subcontractors, agents, or employees, incurred by the Indemnified Party in the investigation and defense of any claim, demand, or action arising out of the work performed under this Agreement; including breach of the Indemnifying Party of this Agreement. The Indemnifying Party shall not be liable for any claims, damages, or liabilities caused by the sole negligence of the Indemnified Party, its subcontractors, agents, or employees. The Indemnified Party shall notify promptly the Indemnifying Party of the existence of any claim, demand, or other matter to which the

Indemnifying Party's indemnification obligations would apply, and shall give them a reasonable opportunity to settle or defend the same at their own expense and with counsel of their own selection, provided that the Indemnified Party shall at all times also have the right to fully participate in the defense. If the Indemnifying Party, within a reasonable time after this notice, fails to take appropriate steps to settle or defend the claim, demand, or the matter, the Indemnified Party shall, upon written notice, have the right, but not the obligation, to undertake such settlement or defense and to compromise or settle the claim, demand, or other matter on behalf, for the account, and at the risk, of the Indemnifying Party. The rights and obligations of the Parties under this paragraph shall be binding upon and inure to the benefit of any successors, assigns, and heirs of the Parties.

**18. Modifications.** This Agreement may be modified only in writing signed by each of the Parties.

**19. Governing Law.** The laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Agreement, without regard to principles of conflict of laws. Any and all disputes arising out of or in connection with this Agreement shall be brought in Clark County, State of Nevada, and both Parties expressly consent to the that any dispute, controversy, or claim arising out of or related to this Agreement, or any alleged breach of this Agreement shall be governed by the Federal Arbitration Act and submitted to and decided by binding arbitration to be held in Las Vegas, Nevada. Arbitration shall be administered before Judicial Arbitration and Mediation Services ("JAMS") in accordance with the rules of JAMS, except as modified by this Agreement. Each party shall pay its own costs of arbitration; provided that the cost of arbitration shall be borne by the losing party. Any arbitral award determination shall be final and binding on the parties and may be entered as a judgment in a court of competent jurisdiction.

**20. Notices.** All notices and other communications relating to this Agreement shall be in writing and shall be deemed duly given if i) delivered personally, ii) mailed by registered or certified mail (return receipt requested), or iii) delivered by Federal Express or other nationally recognized overnight courier to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to the District: Kelvin Watson  
Executive Director  
7060 W. Windmill  
Lane Las Vegas,  
NV 89113

If to the Foundation: Felipe Ortiz  
Chair  
7060 W. Windmill  
Lane Las Vegas,  
NV 89113

**21. Non-Discrimination.** No Party shall discriminate on the basis of race, religion, national origin, sex, sexual orientation, marital status, and status with regard to public assistance or disability, in the performance of their obligations under this Agreement.

**22. Assignment.** This Agreement and the rights and obligations hereunder may not be assigned or transferred by any Party except with the prior written consent of the party or parties to whom such obligations are owed.

**23. Integration.** This Agreement contains the entire agreement between the Parties with respect to the subject matter herein.

**24. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument, and any signature may be made electronically (including pdf or any electronic signature complying with the United States federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com), or NRS 719 Uniform Electronic Transactions Act), and any such electronic signature shall be deemed to be valid and effective for all purposes.

**25. Captions and Capitalized Terms.** The captions preceding the text of each article and section are included only for convenience of reference. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

**26. Savings Clause.** If any term, provision, covenant, or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void, or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**27. Costs and Attorneys' Fees.** In the event that any legal action, arbitration, or other proceeding is brought to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and other costs incurred in connection therewith, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. As used herein, the term a "prevailing party" shall mean that party prevailing as to issues related to this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

**DISTRICT:**

**FOUNDATION:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit "A"**  
**Bookstore Agreement**

## AGREEMENT

**Whereas** the Las Vegas - Clark County Library District (The District) is a public agency organized under the Nevada Revised Statutes and

**Whereas** the Las Vegas – Clark County Library District Foundation (The Foundation) is a nonprofit, tax exempt organization qualifying as a U.S. Treasury Section 501 (c) (3) corporation and

**Whereas** each entity to the Agreement is a separate and distinct organization and

**Whereas** the parties hereto both share the common goal of supporting, enriching and enabling library services within the service area of The District

**Now therefore**, in consideration of the mutual promises hereinafter stated, it is agreed as follows:

### I. The Foundation's Organizational and Finance Records

The Foundation agrees to or has adopted the bylaws, and/or policies to guarantee the structure and operations of its organization. At minimum, such bylaws and policies will regulate the time and the procedures for the elections of officers; a rotation schedule and procedure for the election of Board Members, encouragement of annual active recruitment of Board Directors, orientation and training for new Board Directors, implementation of appropriate accounting procedures and transmittal of copies of financial records to The District. Said records shall include but not be limited to a copy of the annual tax return and a roster of the Board of Directors. The above items will be supplied to The District by either the filing deadline established by law or upon execution of this Agreement. In addition, The Foundation shall conduct an annual audit or full accounting of its financial records and provide same to the District for the term of this Agreement in a form or manner acceptable to the District.

### II. District Donations to The Foundation from District Bookstores and Book Sales

The District agrees to donate library materials discards which have, in The District's sole discretion, been determined to be of no further use to The District consisting of books and other library materials, including those materials donated by the public, after The District has determined said donated materials not suitable for adding to The District's collections as outlined in The District's **Collection Development Policy**. Discarded materials and donations are donated to The Foundation without requirement of bid by The District.

### III. The Foundation's Sale of Donated Materials and Grant Awards to The District

In consideration of said donations, The Foundation agrees to appropriately and in a fiscally responsible manner work with designated District staff to coordinate the sale those items it determines are saleable in The District's bookstores and other locations, including online sales. After deducting 50% of the cost of annual audit and attendant accounting expenses referenced in Section I. of the herein Agreement, all other proceeds from the book sales will be considered a restricted stream of Foundation revenue. Said funds shall be placed in an enterprise, trust and/or restricted fund which shall be used only and exclusively for activities described in Section IV of this Agreement.

### IV. Program Development, Budget Development, Reimbursement of Expenses and Reimbursement Procedure

The District's Executive Director, in consultation with The Foundation, will develop a program plan that may include District programs, projects, capital and material acquisitions, and costs for a volunteer coordinator that include salary, benefits and 15% administrative overhead. The program plan may also include cash matches for District grant applications or Foundation programs and/or grant applications that benefit the District.

The District's Executive Director, in consultation with The Foundation, will provide to The Foundation a budget, which does not require Foundation Board approval, for reimbursable expenses for activities described in the program plan referred to above. The budget shall conform to anticipated book sales revenues as reflected in the District's budget that coincides with the term of this Agreement and is approved by the District.

The District shall invoice The Foundation quarterly for reimbursement of said budget expenditures. The Foundation shall pay same within thirty (30) days of the invoice.

#### V. District Bookstore Sales, Monitoring, Receipts, and Transfers

The District agrees to designate areas in its branches for use by The Foundation which will be overseen by a Volunteer Coordinator and Foundation volunteers. Areas shall be provided with shelving and areas for sorting and pricing donated materials by volunteers.

The District shall collect and audit bookstore sales receipts and deposit collected funds monthly in an the above-referenced restricted account of the Foundation. The District and The Foundation shall monitor said revenues to assure that receipts conform to book sales revenues estimated in the budget referred to in Section IV. In the event there is a material variance in said book sales revenues, The District will adjust the budget, reimbursement requests, and transfers accordingly.

#### VI. Foundation Transfers to the District & Recognition

The Foundation agrees that The District shall be the sole recipient of all transfers, grants and other awards by The Foundation, however, in all cases The Foundation shall receive suitable and appropriate acknowledgement in staff reports to The District's Board of Trustees; in The District's promotional materials, newsletters and other appropriate District publications; and in The Foundation's promotional materials, newsletters, annual report and other appropriate Foundation publications. The District agrees to annually recognize the support and contributions of The Foundation by placing on its Agenda at a scheduled annual meeting, a report from The Foundation regarding its support and contributions to The District during the preceding term of Agreement.

#### VII. Communication Between The Foundation and The District

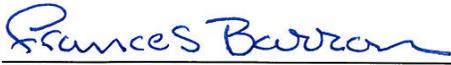
Both parties agree that open communications with each other and the public is of great importance. Two members of The District's Board of Trustees and the Executive Director shall be members of The Foundation's Board of Directors, per The Foundation bylaws, and thereby will receive all meeting notices and minutes. Similarly, The District will keep The Foundation apprised of meetings of The District's Board of Trustees. It is expected that The Foundation will inform its Directors of said meetings. In addition, The Foundation shall provide The District Board of Trustees with quarterly reports regarding Foundation activities and finances, and other additional reports, as requested by The District.

VIII. Dissolution of The Foundation

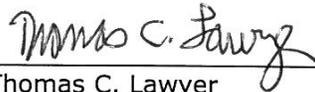
Should The Foundation cease to exist as an organization or should they refuse or be unable to receive the material for two consecutive months, then in that event, the funds received as a result of this Agreement shall be immediately returned to The District for the support of such Library services as it deems appropriate and the District may resume disposing of the library material and donation discards as it sees fit.

IX. Execution of Agreement

This Agreement is agreed to on the dates signed by the authorized representatives below and will be effective on 1<sup>st</sup> of September, 2009. The term of this Agreement is for one year from the date herein. This Agreement may be continued for subsequent years by the mutual agreement of the parties.



\_\_\_\_\_  
Frances Barron  
Chairperson, The District



\_\_\_\_\_  
Thomas C. Lawyer  
President, The Foundation

APPROVED AS TO FORM:



\_\_\_\_\_  
Jeanne D. Goodrich,  
Executive Director  
Las Vegas - Clark County Library District



\_\_\_\_\_  
Gerald M. Welt,  
Attorney for The District

Attachment A

BUDGET for 2009-2010

**Proposed 2009-2010 Budget for Programming Book Sales Revenues**

<b>Program Description</b>	<b>Amount</b>
Heritage Months (His, NA, AA, AP, GLBT)	\$25,000.00
VVBF (E.L. Doctorow/Comic Book Festival/Gallery Exhibit)	\$15,000.00
Reading Las Vegas	\$40,000.00
Summer Reading	\$53,000.00
Motion Picture Licencing	\$12,000.00
Literacy	\$20,000.00
Other/Miscellaneous Programs	\$14,000.00
<b>Subtotal Programs</b>	<b>\$179,000.00</b>
Grant Matches	\$30,000.00
Volunteer Coordinator Level 111/33% Benefits/15% overhead to Dist	\$69,000.00
Foundation Bookkeeping and Audit	\$10,000.00
<b>Total</b>	<b>\$288,000.00</b>

**Estimated Funding from Book Sales**

Branch Bookstore Revenues	213,000.00
Book Sales Vendors	75,000.00
<b>TOTAL</b>	<b>\$288,000.00</b>

**Estimated Expenditures**

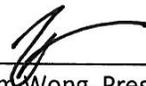
Volunteer Coordinator + District Overhead (15%)	\$69,000.00
Foundation costs for Accounting and Audit (50% of annual)	10,000.00
District Programs, Projects and Grant Matches	209,000.00
<b>TOTAL</b>	<b>\$288,000.00</b>

**Agreement Extension**

All parties to the Agreement between the Las Vegas-Clark County Library District and Las Vegas-Clark County Library District Foundation agree to extend the Agreement for an additional year, from September 1, 2010 through August 31, 2011, with all terms and conditions unchanged, except for the amended budget, as follows:

<b>2010-2011 Budget for District-Foundation Agreement</b>	
Line Item Description	Amount
Summer Reading - Teens and Kids	\$ 40,000.00
Storytellers/Storytelling Festival	\$ 10,000.00
Early Childhood Strategic Initiatives	\$ 10,000.00
Youth Outreach - Community Events	\$ 10,000.00
Dia de Los Ninos & Children's Book Festival	\$ 5,500.00
Teen Tech Week and Teen Read Week	\$ 3,000.00
Teen Visual Poetry Contest	\$ 1,000.00
Cultural Heritage Programs (year-round)	\$ 15,000.00
Vegas Valley Book Festival	\$ 16,500.00
Movie Licensing	\$ 16,500.00
Other/Program Miscellaneous	\$ 16,000.00
Flash Drives and Earbuds	\$ 10,000.00
Foundation Program and Grant Matches	\$ 50,000.00
Volunteer Program Coordinator	\$ 75,000.00
Foundation Bookkeeping and Audit	\$ 10,000.00
<b>TOTAL</b>	<b>\$ 288,500.00</b>

  
 Aldo A. Aguirre, Chairperson  
 Las Vegas-Clark County Library District

  
 Tim Wong, President  
 Las Vegas-Clark County Library District Foundation

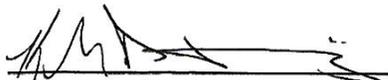
APPROVED AS TO FORM:  
  
 Jeanne Goodrich, Executive Director  
 Las Vegas-Clark County Library District

  
 Gerald M. Welt,  
 Attorney for the District

This extension to the **Agreement** is entered into between the Las Vegas-Clark County Library District (LVCCLD) and the Las Vegas-Clark County Library District Foundation (LVCCLD Foundation).

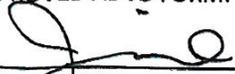
All parties to the **Agreement** agree to extend the Agreement for an additional year, from September 1, 2011 through August 31, 2012, according to the terms and conditions of the original agreement, except for the amended budget, as follows:

<b>2010-2011 Extension Budget</b>	
<b>Line Item Description</b>	<b>Amount</b>
Summer Reading Program/kids and teens	\$75,000
Storytellers/Storytelling Festival	\$5,000
Early Childhood Strategic Initiatives	\$8,000
Youth Outreach Department-Community Events	\$5,000
Dia de Los Ninos/Children's Book Fest	\$4,000
Teen Tech Week/Teen Read Week	\$2,000
Annual Teen Visual Poetry Contest	\$1,000
Cultural Heritage Programs (year-round)	\$25,000
Vegas Valley Book Festival	\$20,000
Movie Licensing	\$17,000
SPS Food Supply Reimbursement (Other/Misc)	\$6,500
Miscellaneous Adult Programs (Mob Month, Comic Book Festival, musical concerts, author visits, gallery exhibits)	\$10,000
Flash Drives and Earbuds	\$7,000
Branch Activity Funds	\$24,000
Volunteer Program Coordinator	\$75,000
Foundation Bookkeeping and Audit	\$5,000
Foundation Volunteer Recognition	\$5,000
Foundation Initiatives	\$75,000
<b>TOTAL</b>	<b>\$369,500</b>

  
 Kelly Benevidez, Chairperson  
 Las Vegas-Clark County Library District

  
 Tim Wong, President  
 Las Vegas-Clark County Library District Foundation

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jeanne Goodrich, Executive Director  
Las Vegas-Clark County Library District

  
\_\_\_\_\_  
Gerald M. Welt,  
Attorney for the District

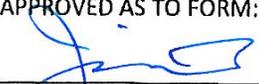
**Agreement Extension**

All parties to the Agreement between the Las Vegas-Clark County Library District and Las Vegas-Clark County Library District Foundation agree to extend the Agreement for an additional year, from September 1, 2012 through August 31, 2013, with all terms and conditions unchanged, except for the amended budget, as follows:

2012-2013 Budget for Book Sales Revenues	
Programs for Families, Children and Teens	\$100,000
Outreach Programs	\$5,900
Vegas Valley Book Festival	\$20,000
SPS Miscellaneous	\$10,000
Volunteer Program Coordinator	\$75,000
Foundation Bookkeeping and Audit	\$5,000
Foundation Volunteer Recognition	\$5,000
Foundation Initiatives	\$50,000
Flash Drives, Earbuds and Bags	\$7,000
<b>Total</b>	<b>\$277,900</b>

  
 Kelly Benavidez, Chairperson  
 Las Vegas-Clark County Library District

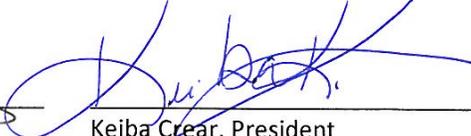
  
 Keiba Crear, President  
 Las Vegas-Clark County Library District Foundation

APPROVED AS TO FORM:  
  
 Jeanne Goodrich, Executive Director  
 Las Vegas-Clark County Library District

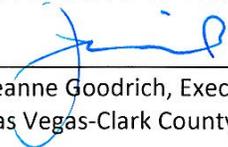
  
 Gerald M. Welt,  
 Attorney for the District

**Agreement Extension**

All parties to the Agreement between the Las Vegas-Clark County Library District and Las Vegas-Clark County Library District Foundation, originally entered into in September, 2009, agree to extend the Agreement for an additional three years, from July 1, 2013 through June 30, 2016, with all terms and conditions unchanged, per the vote of the LVCCLD Board of Trustees on June 13, 2013, Item IV.B.

 _____	 _____
Kelly Benavidez, Chairperson Las Vegas-Clark County Library District	Keiba Crear, President Las Vegas-Clark County Library District Foundation

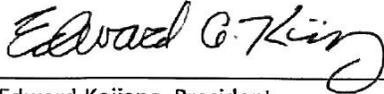
APPROVED AS TO FORM:

 7-31-13  
\_\_\_\_\_  
Jeanne Goodrich, Executive Director  
Las Vegas-Clark County Library District

approval via email 7/30/2013  
\_\_\_\_\_  
Gerald M. Welt,  
Attorney for the District

**Agreement Extension**

All parties to the Agreement between the Las Vegas-Clark County Library District and Las Vegas-Clark County Library District Foundation, originally entered into in September, 2009, agree to extend the Agreement for an additional three years, from July 1, 2016 through June 30, 2019, with all terms and conditions unchanged, per the vote of the LVCCLD Board of Trustees on June 9, 2016, Item X.C.



Edward Kojane, President  
Las Vegas-Clark County Library District Foundation

08/02/2016

Date



Michael Saunders, Chairperson  
Las Vegas-Clark County Library District

6-14-16

Date



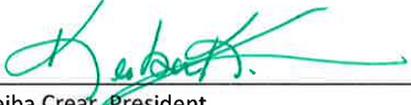
Ronald R. Heezen, Executive Director  
Las Vegas-Clark County Library District

6-15-16

Date

**Agreement Extension**

All parties to the Agreement between the Las Vegas-Clark County Library District and Las Vegas-Clark County Library District Foundation, originally entered into in September, 2009, agree to extend the Agreement for an additional five years, from July 1, 2019 through June 30, 2024, with all terms and conditions unchanged, per the vote of the LVCCLD Board of Trustees on June 13, 2019, Item IX.E.



Keiba Crear, President  
Las Vegas-Clark County Library District Foundation

6-30-19

Date



Sheila Moulton, Chairperson  
Las Vegas-Clark County Library District

6-13-19

Date



Ronald R. Heezen, Executive Director  
Las Vegas-Clark County Library District

6-13-19

Date

**Exhibit "B"**  
**Endowment Management Agreement**

## ENDOWMENT MANAGEMENT AGREEMENT

This Endowment Management Agreement (the “Agreement”) is between the Las Vegas–Clark County Library District (the “Library District”) and Las Vegas–Clark County Library District Foundation, Inc., a Nevada non-profit corporation (the “Foundation”) (collectively the Parties).

WHEREAS, the Board of Trustees of the Library District has approved the establishment of a perpetual endowment fund for the benefit of the Library District;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Establishment of Endowment Fund. The Library District shall convey \$3,055,000.00 in money or money’s worth to the Foundation, to be held, managed, and distributed by the Foundation as an Endowment Fund. The Library District shall have the right to contribute additional money or property to the Endowment Fund, which shall be managed by the Foundation pursuant to this Agreement. Unless the Library District informs the Foundation, in writing, that additional contributions are not to be governed pursuant to this Agreement, all future contributions by the Library District to the Foundation shall be governed by this Agreement.

2. Management of Endowment Fund. Except as otherwise provided herein, the Foundation shall manage the Endowment Fund and all earnings thereon as an endowment, pursuant to the Uniform Prudent Management of Institutional Funds Act (NRS 164.640 through 164.680, inclusive).

3. Investment of Endowment Fund. The selection of investments and the investment strategy of the Endowment Fund shall be subject to the review and approval of the Library District. Any delegation of investment authority or selection of investment managers and/or brokers, shall be subject to the prior approval of the Library District. Moreover, the Library District may, at any time, and upon written notice to the Foundation, direct the Foundation to terminate any investment manager and/or broker and retain a successor investment manager and/or broker chosen by the Library District.

4. Distributions. On an annual basis (or such other period as directed in writing by the Library District), the Foundation shall use and/or distribute the income from the Endowment Fund to further the Foundation’s purpose as set forth in the Foundation’s bylaws. No portion of the income of the Endowment Fund may be distributed for any other purpose without the Library District's prior written approval. The Foundation shall not use or distribute the principal of the Endowment Fund for any purpose. If, in the judgment of the Library District, any portion of the Endowment Fund is not managed or expended consistently with this Agreement, or if at any time the Foundation does not qualify as an exempt organization as determined pursuant to Section 501(c)(3) of the Internal Revenue Code, the remainder of the Endowment Fund shall be returned to the Library District upon 10 days written demand from the Library District; provided further that, if as of the date of the written demand, the Library District cannot otherwise receive the remaining Endowment Fund due to the fact that it is no longer exempt from federal income

taxation, then the Library District has the right to direct the Foundation to distribute the balance of the Endowment Fund to one or more governmental entities defined pursuant to Section 170(c) of the Internal Revenue Code or one or more exempt organizations, as determined pursuant to Section 501(c)(3) of the Internal Revenue Code.

5. Statements. Unless otherwise directed in writing by the Library District, the Foundation shall furnish monthly written statements to the Library District showing:

- a. The approximate market value of the Endowment Fund at the beginning of the period;
- b. Any additions to the Endowment Fund during the period, with the dates and sources of acquisition;
- c. All investments made during the accounting period, including a summary of all gains and losses;
- d. Any deductions from the Endowment Fund during the accounting period, with the date and purpose of each deduction; and
- e. The approximate market value of the Endowment Fund at the end of the period.

3. Monitoring of Endowment Fund. The Library District has the right to monitor and conduct an evaluation of the management of the Endowment Fund, including but not limited to the right to speak with personnel and agents of the Foundation and review financial and other records connected with the Endowment Fund.

4. Authority. The Parties represent and warrant that they each have the requisite right, power and authority to enter into this Agreement and that the consent of no other person or entity is required for the execution or performance of this Agreement.

5. Tax Exemption of Endowment Fund. It is the intent of the Parties that all income and gains from the Endowment Fund shall be exempt from federal, state and local taxes to the fullest extent allowed by law.

6. Default. In the case of default under this Agreement, the non-defaulting party shall have all remedies available to it under law or equity, including without limitation, the right to terminate this Agreement upon thirty (30) days written notice to the defaulting party.

7. Modifications. This Agreement may be modified only in writing signed by each of the Parties.

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

9. Successors and Assigns. The terms of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties.

10. Entire Agreement. This Agreement constitutes the final, complete and exclusive written expression of the intentions of the parties hereto, and supersedes all previous communications, representations, agreements, promises or statements, either oral or written, by either party. If any provision of this Agreement is or becomes unenforceable, the other provisions shall remain valid and enforceable to the maximum extent possible.

11. Notices. Any notices or other communication hereunder will be in writing addressed as set forth below or to such other address as either of the Parties shall advise the other in writing:

Las Vegas – Clark County Library District  
7060 W. Windmill Lane  
Las Vegas, Nevada 89113

Las Vegas – Clark County Library District Foundation, Inc.  
7060 W. Windmill Lane  
Las Vegas, Nevada 89113

12. Counterparts. This Agreement may be executed in counterparts and each copy of this Agreement so executed shall be deemed a duplicate original of this Agreement. Photographic and facsimile copies of such executed counterparts may be used in lieu of the original for any purpose.

13. Savings Clause. If any term, provision, covenant, or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void, or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

14. Costs and Attorneys' Fees. In the event that any legal action, arbitration, or other proceeding is brought to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and other costs incurred in connection therewith, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. As used herein, the term prevailing party shall mean that party prevailing as to issues related to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

This Agreement is executed and effective this 17<sup>th</sup> day of December, 2018.

**Las Vegas–Clark County Library District**

By: *Fred James*

Its: *Deputy Director/CFO*

**Las Vegas–Clark County Library District  
Foundation, Inc., a Nevada non-profit  
corporation**

By: \_\_\_\_\_

Its: \_\_\_\_\_