

Pahrump Community Library
Minutes of the August 12, 2024 Meeting

1. Call to Order

Meeting called to order at 10:04 am.

2. Members Roll Call

In Attendance: Secretary Kelly Green, Trustee Matthew Morris, Trustee Dee Mounts, Vice Chair Michael Runion, Chair Shewalter, Acting Director Shanna Gibbons, Commissioner Frank Carbone, Senior Deputy District Attorney Michelle Nelson, Department Heads Barb and Kim

3. Pledge of Allegiance

Trustee Morris led the Pledge of Allegiance prior to the Call to Order.

4. GENERAL PUBLIC COMMENT: (*Action will NOT be taken on matters considered during this period until specifically included on an agenda as an action item.)

Ann Underdahl says she is concerned about the library credit card being paid for with petty cash and whether there is a policy in place for that.

Robin Niedecker says it is inconvenient for the bathrooms to be locked and to need to ask for security to open them.

Lora Stewart asks about the radio program and background checks for people working with children.

5. Trustee/Director/Liaison Comments – This item is limited to announcements, brief discussions of public comments, correction of factual inaccuracies, direction to staff, or topics proposed for future board meetings. (Lengthy deliberation of topics not on the agenda is prohibited by the Nevada Open Meeting Law.)

Secretary Green says community members who used Zoom to attend the last meeting told her they had trouble hearing because people were not speaking into the microphone.

Trustee Mounts says Tales with Pebbles will hopefully be up and running within 2-4 weeks.

Chair Shewalter says there was not previously a policy in place for petty cash but it is being taken care of now. There will be background checks for anyone working with children.

Commissioner Carbone says he is happy to see everyone and needs to leave at around 11:00 for another meeting.

With no further comment, item 5 is closed.

6. Approval of August 12, 2024 Agenda (Non-action item)

Chair Shewalter moves to strike item number 7 as there are no emergency items.

Without objection, the August 12, 2024 agenda is approved.

7. For Possible Action: Emergency Items

Item 7 is struck as there are no emergency items.

8. For Possible Action: Discussion and deliberation to approve or amend and approve the meeting minutes for July 8, 2024.

Chair Shewalter makes a motion to approve the meeting minutes for July 8, 2024.
Secretary Green seconds the motion.

There is no public comment.

Chair Shewalter thanks Kim for her efforts with the minutes.

Chair Shewalter calls the question to approve the meeting minutes for July 8, 2024. The measure passes 5-0.

9. Presentation: Treasurer's Report by Shanna Gibbons for discussion of monthly expenditures and revenue for July 2024.

Acting Director Shanna Gibbons reads from her report beginning on page 14 of the backup.

Chair Shewalter asks how often the cash gets taken to the bank. Acting Director Gibbons says about every two weeks.

With no further comment, item 9 is closed.

10. For Possible Action: Discussion and deliberation to approve or amend and approve payment vouchers for July 2024 through August 2024.

Acting Director Gibbons reads from the payment vouchers, petty cash voucher, and credit card breakdown as found beginning on page 16 of the backup.

Trustee Mounts recuses herself because she is on the petty cash reimbursement list.

Chair Shewalter makes a motion to approve the payment vouchers for July 2024 through August 2024. Trustee Morris seconds.

Chair Shewalter calls the question.

The measure passes 4-0 with one recusal.

11. Presentation: Librarian's Report by Shanna Gibbons and Alysha Wogee for discussion on library activity for July 2024. Report activities include patron traffic, books checked out, books returned, fees collected, online story time, STEAM, internet use, website usage and materials added.

Acting Director Gibbons reads the report beginning on page 19 of the backup.

Chair Shewalter thanks her for her report.

With no further comment, item 11 is closed.

12. For Possible Action: Discussion and deliberation to determine the employee Cost-of-Living Allowance (COLA) rate for the 2025-2026 Fiscal Year.

Chair Shewalter says when the COLA raises were applied from last year they were not consistent when they should be and ranged from 4-10%.

Chair Shewalter makes a motion to determine the employee Cost-of-Living Allowance (COLA) rate for the 2025-2026 Fiscal Year. Trustee Mounts seconds.

Public comment:

Ann Underdahl says if there is going to be a cost of living adjustment we should make it the same as what seniors get on their Social Security check.

Ginny Okawa agrees.

Robin Niedecker also agrees.

D.M. Franke says she also agrees with the other commenters.

There is no comment from anyone attending via Zoom.

Secretary Green says she is curious what percentage the seniors got for their COLA raises.

Trustee Morris says he is curious isn't there a standard COLA percentage.

Trustee Mounts says she has the same concern.

Vice Chair Runion says the Bureau of Labor Statistics publishes the Consumer Price Index (CPI) and seniors get less than the CPI. He thinks we should tie the COLA to the CPI and cap it at 5% with the floor at 0%.

Chair Shewalter says he appreciates the comments about Social Security. Chair Shewalter amends his motion to use the CPI as the guide with the rate cap from 0-5%. Trustee Mounts seconds.

Chair Shewalter calls the question to use the CPI as the guide with the rate cap from 0-5%.

The amended motion passes 4-1 with one nay from Secretary Green.

13. For Possible Action: Discussion and deliberation to compile information and quotes for a new Point of Sale (POS) system to be presented to the Board for future consideration.

Secretary Green asks about the current POS system.

Chair Shewalter says he thinks a new POS is a great investment.

Chair Shewalter makes a motion to compile information and quotes for a new Point of Sale (POS) system to be presented to the Board for future consideration. Secretary Green seconds.

Public comment:

Tim Bohamon says it is good for the CPA firm to be able to see all the transactions.

Commissioner Carbone says it would be nice for the staff to know when you want to bring it back to the board.

Chair Shewalter consults with Acting Director Gibbons on the timeline and amends his motion to provide 60 days for the staff to compile information and quotes for a new Point of Sale (POS) system to be presented to the Board for future consideration at the October 14th board meeting.

Chair Shewalter calls the question. The measure passes 5-0.

14. For Possible Action: Discussion and deliberation to 1) approve a Scope of Work (SOW) for the painting of the interior of the Library, and 2) Selection of contractor for SOW to be coordinated by Trustee Shewalter and Trustee Runion.

Secretary Green asks about the timeline and whether the library will close for paint and carpet installation.

Vice Chair Runion says the library will need to close for the paint and flooring and staff who are able to work from home can do so.

Secretary Green says she had to pack up a library for carpet and painting and it was a lot of work. Vice Chair Runion says a professional company will wrap and move the shelves.

Chair Shewalter makes a motion to approve a Scope of Work (SOW) for the painting of the interior of the Library, and 2) Selection of contractor for SOW to be coordinated by Trustee Shewalter and Trustee Runion. Trustee Mounts seconds.

Chair Shewalter calls the question. The measure passes 5-0.

15. For Possible Action: Closure of meeting, pursuant to NRS 241.030 for purposes of interviewing applicant Julia Walth for the position of Library Director, including considering the applicant's character and professional competence.

Chair Shewalter makes a motion to close the meeting pursuant to NRS 241.030 for purposes of interviewing applicant Julia Walth for the position of Library Director, including considering the applicant's character and professional competence. Trustee Mounts seconds.

Chair Shewalter calls the question to close the meeting. The measure passes 5-0.

16. Closed meeting: pursuant to NRS 241.030 for purposes of conferring and interviewing applicant Julia Walth for the position of Library Director, including considering the applicant's character and professional competence.

The meeting moves into closed session.

17. For Possible Action: Closure of meeting, pursuant to NRS 241.030 for purposes of interviewing applicant Andrew Karneges for the position of Library Director, including considering the applicant's character and professional competence.

Chair Shewalter calls the meeting back to order at 11:36 am.

Chair Shewalter makes a motion to close the meeting pursuant to NRS 241.030 for purposes of interviewing applicant Andrew Karneges for the position of Library Director, including considering the applicant's character and professional competence. Trustee Morris seconds.

Chair Shewalter calls the question to close the meeting. The measure passes 5-0.

18. Closed meeting: pursuant to NRS 241.030 for purposes of conferring and interviewing applicant Andrew Karneges for the position of Library Director, including considering the applicant's character and professional competence.

The meeting moves into closed session.

19. 11:00 am – For Possible Action: Discussion and deliberation on (1) the interviewing of applicants Julia Walth and Andrew Karneges for the position of Library Director as presented in closed meeting, including considering their character and professional competence, (2) appointment of Library Director from the list of applicants Julia Walth and Andrew Karneges, or (3) direct staff to readvertise for the position of Library Director.

Chair Shewalter calls the meeting back to order at 12:31 pm. He calls a 15 minute recess.

Chair Shewalter calls the meeting back to order at 12:51 pm.

Secretary Green expresses concern about Ms. Walth's lack of library experience and says Mr. Karneges interviewed well, but says she'd have liked to see more than two candidates.

Trustee Morris says he concurs that two candidates are limiting and that he liked Mr. Karneges' interview.

Trustee Mounts says she also preferred Mr. Karneges' interview.

Trustee Runion says that Ms. Walth doesn't have much library or leadership experience and he would like to see more experience. Mr. Karneges has ties to the community and over twenty years of library experience. He says would also have liked to see more than two candidates but does not see much changing if we readvertise.

Chair Shewalter says Mr. Karneges answered the questions well, whereas he had concerns with Ms. Walth's interview and current employment in an unrelated field.

Chair Shewalter says Mr. Karneges has obligations to his landlord and current employer that he intends to fulfill before he can start. Chair Shewalter makes a motion to appoint Andrew Karneges as Pahrump Library District's next Library Director. Vice Chair Runion seconds the motion.

There is no public comment. There is no one on Zoom trying to comment.

Secretary Green says we paid to fly this primarily on Indeed and we didn't fly it on the ALA job site. It would have cost at the cheapest \$324 for a 30 day ad and given us access to resumes of current library job hunters. She hopes for future job searches that we can use that site.

Trustee Morris says we should readvertise the position to have more applicants.

Trustee Mounts says she agrees with picking Mr. Karneges.

Chair Shewalter says we selected the previous director after a year of taking applications. We could have advertised in ALA but there was no petty cash to spend on advertising due to how the petty cash was handled previously.

Chair Shewalter calls the question to appoint Andrew Karneges as Library Director.

The measure passes 4-1 with one nay from Trustee Morris.

- 20. For Possible Action: Discussion and deliberation regarding (1) start date for the applicant selected for the position of Library Director, (2) the starting salary for the applicant selected for the position of Library Director, and (3) whether to provide for relocation reimbursement to the applicant selected for the position of Library Director in an amount to be determined by the Board, not to exceed \$5,000.00.**

Secretary Green asks what the last director's salary was. Chair Shewalter says two years ago it was \$70,000 and with the last two years of COLAs \$75,000-76,000 is where it would be. Secretary Green says she would agree to a starting salary of the same amount.

Trustee Morris says he does not want to provide relocation reimbursement.

Trustee Mounts says 90 days was what Mr. Karneges proposed for a start date. She thinks relocation and a salary around \$70,000 to start is fair.

Vice Chair Runion says the start date should be as soon as possible, and the starting salary should be \$76,000 for a highly qualified professional with a master's degree. We should offer some incentive for relocation not to exceed \$5,000.

Chair Shewalter moves to set the start date for December 1, 2024 at a salary of \$76,000 annually with relocation reimbursement not to exceed \$5,000.

Senior Deputy District Attorney Michelle Nelson says the relocation reimbursement needs to be a set amount.

Chair Shewalter moves to set the start date for December 1, 2024 at a salary of \$76,000 annually with relocation reimbursement of \$5,000. Trustee Mounts seconds the motion.

Public comment:

Ginny Okawa asks if the relocation costs less than \$5,000, does Mr. Karneges get \$5,000 or only what his actual expenses are.

Ann Underdahl says relocation funds will be considered income and taxable.

There is no further public comment.

Secretary Green thinks \$76,000 is too high and the salary should start at \$70,000.

Trustee Morris says we should re-advertise.

Trustee Mounts asks to clarify about the \$5,000, and that receipts are required for reimbursement. Chair Shewalter says this is correct.

Trustee Morris says first and last months' rent is part of the relocation and that alone could be \$5,000.

Chair Shewalter says 2 years ago we hired our former director and very shortly afterward her salary was set at \$70,000. If you add the last couple of years of COLA raises it would have been \$75,000-76,000 and that was why his motion was for \$76,000. We provided relocation to our former director as well.

Chair Shewalter calls the question to set the start date for December 1, 2024 at a salary of \$76,000 annually with relocation reimbursement of \$5,000.

The measure passes 3-2 with nays from Secretary Green and Trustee Morris.

21. For Possible Action: Discussion and deliberation to (1) reassign Shanna Gibbons to the position of Assistant Director and (2) set the date that the reassignment of Shanna Gibbons is to become effective.

Vice Chair Runion says he hates having to reassign Acting Director Gibbons back to Assistant Director.

Chair Shewalter says he must echo Mr. Runion's comments.

Chair Shewalter makes a motion to (1) reassign Shanna Gibbons to the position of Assistant Director and (2) set the date of that reassignment to be effective December 1, 2024.

Public comment:

Ann Underdahl says she is confused and wants to clarify that Ms. Gibbons was already the Assistant Director before becoming Acting Director.

Ginny Okawa says she wants to thank Shanna for the great job she is doing.

D.M. Franke says we all agree and thanks Shanna.

There is no further public comment.

Trustee Morris says everyone agrees Shanna is a wonderful Director and Assistant Director. Trustee Mounts agrees.

Chair Shewalter says he would give Shanna consideration as director, but the employee manual stipulates that the director must hold a Master of Library Science degree. We could change that, but hired a director without a Master of Library Science degree, we would lose access to the grants we have access to.

Chair Shewalter calls the question to reassign Shanna Gibbons to the Assistant Director position on December 1, 2024.

The measure passes 5-0.

22. Trustee/Director/Liaison Comments: - This item is limited to announcements, brief discussions of public comments, correction of factual inaccuracies, direction to staff, or topics proposed for future board meetings. (Lengthy deliberation of topics not on the agenda is prohibited by the Nevada Open Meeting Law.)

Acting Director Gibbons says thanks to everyone for the kind words.

Secretary Green says to watch the petty cash charges for next month.

Trustee Morris has no comment.

Trustee Mounts thanks everyone for coming.

Vice Chair Runion has no comment.

Chair Shewalter says locking the restrooms is not a decision that was taken lightly.

23. Adjournment

Meeting adjourned at 1:32 pm.

Collections for Month of Aug 24

Day	Credit-Ref	Fax-Ref	Copies-Ref	Donations-Rt	Misc.	Notary	Donations CI	Fines-Circ	Misc-Circ	Used Books	Book-tique	Lost	Raffle	Copies-Circ	Credit-Circ	People	Swap
Thur	1	\$ 0.40	\$ 1.00	\$ 29.70	\$ 0.90	\$ -	\$ 5.40	\$ 10.00		\$ 3.50	\$ 7.00	\$ -		\$ 0.60	\$ 43.00	183	0
Fri	2	\$ 3.40	\$ -	\$ 20.60	\$ 0.55	\$ -	\$ -	\$ 18.50		\$ 13.00	\$ -	\$ -		\$ -	\$ -	177	0
Sat	3	\$ 0.40	\$ 3.00	\$ 14.80	\$ 1.10	\$ -	\$ 2.00	\$ 3.90		\$ 11.50	\$ 6.00	\$ -		\$ 20.95	\$ 187	0	
Sun	4																
Mon	5	\$ 7.00	\$ 10.00	\$ 27.20	\$ 7.20	\$ 1.60	\$ 20.60	\$ 11.00		\$ 55.00	\$ 4.00	\$ -		\$ 50.00	\$ 244	7	
Tues	6	\$ 4.40	\$ 5.00	\$ 31.60	\$ 1.85	\$ 5.25	\$ 5.00	\$ 5.55		\$ 20.00	\$ 15.25	\$ -		\$ 3.30	\$ 241	5	
Wed	7	\$ 47.40	\$ 3.00	\$ 22.40	\$ 21.75	\$ 15.00	\$ -	\$ 0.30		\$ 10.00	\$ -	\$ -		\$ 77.00	\$ 212	16	
Thur	8	\$ 38.80	\$ 11.00	\$ 45.90	\$ 1.95	\$ 0.10	\$ 2.00	\$ 2.60		\$ 22.00	\$ 5.00	\$ -		\$ 84.32	\$ 242	3	
Fri	9	\$ 12.34	\$ 3.00	\$ 51.40	\$ 1.40	\$ -	\$ 2.60	\$ 5.05		\$ 17.85	\$ 2.00	\$ 1.00		\$ 15.00	\$ 191	18	
Sat	10	\$ 8.40	\$ 3.00	\$ 11.20	\$ 0.10	\$ 9.60	\$ -	\$ 3.95		\$ 39.00	\$ 2.00	\$ 1.00		\$ 13.80	\$ 201	3	
Sun	11																
Mon	12	\$ 34.80	\$ 4.00	\$ 61.80	\$ 28.10	\$ 0.20	\$ 2.60	\$ 23.10		\$ 20.80	\$ 8.00	\$ -		\$ 22.60	\$ 264	12	
Tues	13	\$ 6.00	\$ 6.00	\$ 38.70	\$ 5.95	\$ 15.00	\$ -	\$ 74.90		\$ 42.70	\$ -	\$ 2.00		\$ 40.00	\$ 212	8	
Wed	14	\$ 3.80	\$ -	\$ 52.20	\$ 3.30	\$ 10.00	\$ 3.00	\$ 7.15		\$ 20.75	\$ 3.00	\$ -		\$ 73.80	\$ 249	1	
Thur	15	\$ 6.41	\$ 8.00	\$ 23.70	\$ 5.30	\$ 0.60	\$ 10.00	\$ 1.20		\$ 10.00	\$ -	\$ -		\$ 19.30	\$ 217	19	
Fri	16	\$ 3.50	\$ -	\$ 13.30	\$ 1.90	\$ -	\$ -	\$ -		\$ 41.00	\$ 5.00	\$ 1.00		\$ -	\$ 165	1	
Sat	17	\$ 35.40	\$ 2.00	\$ 3.60	\$ 2.00	\$ -	\$ -	\$ 9.35		\$ 17.50	\$ 2.50	\$ 1.00		\$ -	\$ 175	8	
Sun	18																
Mon	19	\$ 49.60	\$ 5.00	\$ 23.60	\$ 0.10	\$ 4.60	\$ 1.00	\$ 4.80		\$ 24.60	\$ 22.00	\$ 1.00		\$ 48.00	\$ 275	2	
Tues	20	\$ 7.60	\$ 7.00	\$ 23.40	\$ 0.40	\$ -	\$ 7.50	\$ 14.40		\$ 10.00	\$ -	\$ 1.00		\$ 126.75	\$ 205	27	
Wed	21	\$ 39.00	\$ 2.00	\$ 35.30	\$ 1.70	\$ 1.00	\$ -	\$ -		\$ 12.10	\$ 2.00	\$ -		\$ 98.25	\$ 208	3	
Thur	22	\$ 11.25	\$ 10.00	\$ 26.60	\$ 4.25	\$ 15.00	\$ 1.40	\$ -		\$ 26.10	\$ 8.00	\$ -		\$ 3.00	\$ 237	22	
Fri	23	\$ 2.70	\$ 3.00	\$ 13.00	\$ 1.30	\$ -	\$ 5.85	\$ 4.20		\$ 30.50	\$ 21.50	\$ 2.00		\$ 14.28	\$ 211	11	
Sat	24	\$ 44.80	\$ 5.00	\$ 8.60	\$ 1.90	\$ 4.60	\$ -	\$ 2.70		\$ 36.90	\$ 8.00	\$ -		\$ 5.12	\$ 207	2	
Sun	25																
Mon	26	\$ 7.70	\$ -	\$ 36.20	\$ 1.80	\$ -	\$ -	\$ 4.10		\$ 40.00	\$ -	\$ 2.00		\$ 24.40	\$ 291	4	
Tues	27	\$ 1.60	\$ 1.00	\$ 31.30	\$ 1.45	\$ 1.00	\$ 3.00	\$ 0.90		\$ 25.40	\$ 2.00	\$ 1.00		\$ 4.40	\$ 206	0	
Wed	28	\$ 24.00	\$ 19.00	\$ 33.80	\$ 3.20	\$ 0.90	\$ -	\$ 53.30		\$ 32.00	\$ 7.50	\$ -		\$ 10.90	\$ 210	13	
Thur	29	\$ 25.60	\$ -	\$ 42.40	\$ 6.90	\$ 15.00	\$ 5.00	\$ 8.50		\$ 13.50	\$ 5.00	\$ -		\$ 44.23	\$ 154	7	
Fri	30	\$ 9.71	\$ 1.00	\$ 19.20	\$ 1.30	\$ 0.20	\$ -	\$ -		\$ 24.00	\$ 4.00	\$ -		\$ 77.25	\$ 189	13	
Sat	31	\$ -	\$ 5.00	\$ 17.00	\$ 0.30	\$ 3.00	\$ -	\$ 4.50		\$ 18.50	\$ 8.00	\$ -		\$ -	\$ 179	9	
		Credit-Ref	\$ 117.00	\$ 758.50	\$ 107.95	\$ 32.65	\$ 285.00	\$ 273.95	\$ -	\$ 638.20	\$ 147.75	\$ 13.00	\$ -	\$ 0.60	Credit-Circ	5732	214
		\$	436.01			\$									\$	919.65	

Cash Total

\$ 2,451.05

Credit Only Total	\$ 1,355.66
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Grand Total	\$	3,806.71
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Credit Card Breakdown August 24

Name	Item	Date	Amount	
Finance Charge NSB	Previous Balance	8/2/2024	\$	50.30
Indeed	Director Listing	8/1/2024	\$	38.52
Indeed	Director Listing	7/29/2024	\$	500.33
Genuine Pest Control	Late May & June	7/22/2024	\$	300.00
USPS	ILL's	7/16/2024	\$	12.21
Indeed	Director Listing	7/14/2024	\$	505.40
Amazon	Youth Dept	7/11/2024	\$	29.58
Walmart	Cleaning/trash bag	7/10/2024	\$	209.50
Sam.gov (SAM Support Center)	Grant acct 1 yr	7/3/2024	\$	600.00
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

2245.84

Petty Cash - August 2024

Name	Item	Date	Amount
Sandra Clampit	Dog vest	8/2/2024	\$ 37.45
NSB Petty Cash	Analysis Fee	7/31/2024	\$ 11.45
NSB Collections	Analysis Fee	7/31/2024	\$ 27.91
Clover Reference	Annual Tax Fee	7/3/2024	\$ 30.20
Clover Circulation	Annual Tax Fee	7/3/2024	\$ 30.20
NSB Petty Cash	Analysis Fee	8/30/2024	\$ 10.19
NSB Collections	Analysis Fee	8/30/2024	\$ 31.41
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

178.81

Kelly Green

John Shewalter

Dee Mounts

Matt Morris

Michael Runion

General Fund Payments

Aug-24

Vendor Name	Item	Recurrence	Amount
A & H Insurance	Insurance	Annual	\$
A to Z Databases	Databases	Annual	\$
AT&T	Phone	Monthly/Annual	\$ 611.23
Awards Plus	Supplies	As Needed	\$
Baker & Taylor	Books	Monthly	\$ 461.38
Blackstone Audio	Audio	Monthly	\$ 195.75
Book Page	Magazine	Yearly	\$
C&S Waste Solutions/Pahrump Valley Disposal	Trash	Monthly	\$ 187.54
Center Point Large Print	Books	Yearly / As needed	\$
Comtech Business System	Phone	As Needed	\$
Cutting Edge Lawn Care	Lawn	Monthly	\$ 980.00
Daniel C. McArthur	Accountant	As Needed	\$
Data2	Databases	As Needed	\$
Demco	Supplies	As Needed	\$
EBSCO	Databases	As Needed	\$
Findaway	Audio	Monthly	\$ 397.88
Follet	ebooks	Annual	\$
Gale	Books	Monthly	\$ 565.67
Genuine Pest Control	Pest Control	Monthly	\$ 170.00
Great Basin Water	Water	Monthly	\$
Grey House Publishing	Books	As Needed	\$
Gunny's	HVAC	As Needed	\$
Industrial Light & Power	Lighting	As Needed	\$
Johnson Controls	Alarm	Annual	\$
Kully	Equipment	As Needed	\$
Las Vegas Review Journal	Ads	As Needed	\$ 94.00
Legislative Counsel Bureau	Books	As Needed	\$ 125.00
Library Store	Supplies	As Needed	\$
Marks Service Center	Supplies	As Needed	\$ 382.62
Mastercraft Electronics	Electronics	As Needed	\$
Nevada Library Cooperative	ebooks	As Needed	\$
Nevada Public Agency Insurance Pool	Insurance	Annual	\$
Nevada State Bank	Credit Card	Monthly	\$ 2245.84
Network Savants	IT	As Needed	\$ 967.10
Office1	Copies	Monthly	\$ 516.72
Pahrump Valley Glass	Windows	As Needed	\$
Peter's Carpet Cleaning	Carpet	As Needed	\$
Pitney Bowes	Supplies	As Needed	\$
Proquest	Database	Annual	\$
Public Agency Compensation Trust	Workers Comp	Quarterly	\$
Staples	Supplies	As Needed	\$
State of Nevada Legislative Counsel Bureau	Books	As Needed	\$
Statewide Fire Protection	Inspection	As Needed/Quarterly	\$
Summit	Fire Protection	As Needed	\$
T-Mobile	Hotspots	Monthly	\$ 984.00
Uline	Supplies	As Needed	\$
USA Today	Newspaper	As Needed	\$
Userful	Computers	Annual	\$
Valley Electric	Power	Monthly	\$ 4003.14
Valley Electric	Internet	Monthly	\$
Vortex	Doors	As Needed	\$
World Book	Books	As Needed	\$

Total		\$ 12,887.87
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See Authorization to Pre-Pay Letter

 Kelly Green

 John Shewalter

 Dee Mounts

 Matt Morris

 Michael Runion

MATERIALS WITH USAGE July 1, 2024 - June 30, 2025

	July	Aug
TOTAL USAGE	6762	6691
Childrens' (in-house)	2117	2040
Adults' (in-house)	3247	3185
TOTAL USAGE (in-house)	5364	5225
OverDrive (digital media)	1398	1455
Kanopy (digital streaming)	0	11
TOTAL USAGE (digital)	1398	1466
% childrens' (in-house)	0.39	0.39
% adults' (in-house)	0.61	0.61
TOTAL MATERIALS ADDED	244	143
in-house materials added	230	129
eAudio titles added	3	2
eBook titles added	11	12
streaming video titles added	0	0
Patron Count	5906	5730
Swaps	264	214
Internet users (website)	838	995
Sessions	1442	1365
Internet/computer usage	661	667
Wireless	1007	690
Ref Transactions	1264	1366
Ref Questions/ILL's	61	62
Legal Kiosk	21	16
Curbside Pickups	81	55
Curbside Returns	68	49
Patrons	27	21
Ref/Audlt/Comp/FABC	24	17
S.T.E.A.M.	0	0
Babytime	0	0
Story Time	0	0
Reading Log Challenge	24	0
Passive Programs	0	0
Holiday Parties	0	0
Teen Club/Teen Party	40	53

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between Pahrump Community Library, 701 East Street, Pahrump, Nevada 89048 ("Library"), and Avena & Sons, 5169 Agio Avenue, Pahrump, Nevada, 89061 ("Contractor"). The Library and the Contractor may be individually referred to as "Party" or collectively referred to as the "Parties".

RECITALS

WHEREAS, the Library desires purchase and install 31-4K high-definition Swann Cameras ("Cameras").

WHEREAS, Contractor is a licensed contractor in the State of Nevada and desires to contract with Library to provide the equipment, labor and services for the installation of the Cameras in accordance with the scope of services and on the terms and conditions set forth in this Agreement.

NOW THEREFORE, it is hereby agreed by and between the Parties as follows:

1. SCOPE OF WORK. Contractor shall provide the equipment, labor and services as set forth in Proposal/Estimate Number 2028, dated August 14, 2024, attached hereto and incorporated herein by reference as Exhibit "A."

2. PROVISION OF SERVICES.

2.1 Contractor shall provide all equipment and labor to perform the services set forth in this Agreement in a workmanlike manner according to standard industry practices.

2.2 All equipment is guaranteed to be as specified in this Agreement. In the event the equipment specified in this Agreement is no longer available, then comparable equipment of kind and quality shall be substituted at the discretion of Contractor. Any alteration or deviation in equipment, except as herein identified, involving extra costs will be executed only upon written orders, and shall become an extra charge over and above the Agreement price.

2.3 All services performed under this Agreement shall be conducted during normal business hours.

3. TERM. This Agreement shall commence upon execution of the Agreement by all Parties and shall continue until the services are completed, or unless otherwise cancelled by either Party as set forth in this Agreement.

4. PRICE.

4.1 Library shall pay Contractor nine thousand four hundred fifty-five dollars and 00/100 (\$9,455.00) within thirty (30) days of completion of the installation of the equipment for the satisfactory performance of the Scope of Work as set forth in paragraph 1.

4.2 Contractor agrees that, upon receipt of monies from Library based upon a claim against Library for payment under this Agreement, monies due and owing to employees, subcontractors, and others under that claim will be paid to those employees, subcontractors, and others forthwith. Failure to do so constitutes a material breach of this Agreement. Library reserves the right to make out reimbursement checks with Contractor and its subcontractors as joint payees if Library determines that it is in its best interests to do so.

4.3 Library ____ shall ____ shall not pay nine dollars and 99/100 (\$9.99) a month for the extended warranty of an additional twenty-four (24) months through the Swann camera manufacturer, which includes sixty (60) days of cloud retention for pictures when an alert is active on the cameras ("Extended Warranty"). Payment for the Extended Warranty shall be made on a monthly basis.

5. FORCE MAJEURE. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; and (k) other similar events beyond the reasonable control of the Impacted Party.

6. INDEPENDENT CONSULTANT. The Parties agree that Contractor including any of Contractor's employees, agents or subcontractors is an independent contractor and that Contractor is not a Library employee or agent of Library, and, further, by explicit agreement of the Parties, there shall be no:

- 6.1 Withholding of income taxes by the Library;
- 6.2 Industrial insurance coverage provided by the Library;
- 6.3 Participation in group insurance plans which may be available to employees of the Library;
- 6.4 Accumulation of vacation or sick leave;
- 6.5 Unemployment compensation coverage provided by the Library if the requirements of NRS 612.085 for independent contractors are met; or
- 6.6 Worker's compensation coverage provided by the Library.

7. TRANSFER/ASSIGNMENT/DELEGATION. Contractor agrees that there shall be no transfers or participation in this Agreement granted to any third party without written consent from Library. Contractor shall neither assign, transfer nor delegate any right, obligations or duties under this Agreement without prior written consent of Library. No assignment of rights or delegation of duties of this Agreement shall be effective until the Assignee assumes in writing the obligations or the assigning party and delivers such written assumption to the other original party to this Agreement. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Library and Contractor.

8. INDEMNIFICATION AND INSURANCE.

8.1 Contractor agrees to fully exonerate, indemnify and hold Library harmless from and against all claims or actions, based upon or arising out of damage or injury (including death) to persons or property caused by and/or sustained in connection with Contractor's negligent performance under this Agreement or by conditions created thereby, or the intentional misconduct of Contractor.

8.2 Contractor will maintain in effect, for the terms of this Agreement, employers' liability insurance and workers' compensation, at not less than the statutorily required minimums, for any employees who may or will do any work under the provisions of this Agreement.

8.3 Contractor shall secure and maintain throughout the term of this Agreement professional liability insurance in the amount of Three Hundred Thousand Dollars (\$300,000) per claim and Five Hundred Thousand dollars (\$500,000) per occurrence/aggregate for professional liability insurance.

9. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS. During the term of this Agreement and while performing the scope of work, Contractor agrees to perform all terms and conditions of this Agreement in a lawful manner and in conformity with all applicable laws and codes of the United States and of the State of Nevada, and all ordinances, rules, and regulations of Nye County, Nevada, and of any and all other competent public authority applicable to the performance of Contractor's duties. Contractor agrees to maintain active and in good standing its licensure with the Nevada State Contractors Board. Failure by Contractor to comply with any applicable laws, codes, ordinances, rules and/or regulations constitutes a material breach of this Agreement.

10. CONFIDENTIALITY OF INFORMATION. The disclosure of all information shall be subject to the provisions of Nevada Revised Statutes, Chapter 239, and other applicable law.

11. STANDARD OF CARE. Contractor shall perform its services to the standard of care of a reasonable Contractor that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor.

12. TERMINATION OF AGREEMENT WITHOUT CAUSE. Either Party to this Agreement has the right to terminate this Agreement without cause by giving not less than thirty (30) calendar days written notice to the other party by U.S. Postal Service certified mail to the addresses listed on the signature lines of this Agreement or by hand delivery of such notice to the other party.

12.1 In the event of termination without cause by Library, Contractor shall be compensated for all services rendered and expenses incurred up to the termination date, pursuant to the provisions of this Agreement.

12.2 In the event of termination without cause by Contractor, Library will be compensated either directly and/or in the form of a reduction in its outstanding obligation for all costs caused by Contractor's cancellation.

13. TERMINATION OF AGREEMENT WITH CAUSE.

13.1 This Agreement may be terminated without prior notice by Library if Contractor fails to complete the Scope of Services in a manner which Library deems satisfactory, and Library may impose such sanctions as it may determine to be appropriate, including, but not limited to:

13.1.1 Withholding of payments to Contractor under this Agreement until Contractor complies;

13.1.2 Cancellation, termination or suspension of this Agreement in whole or in part; and/or

13.1.3 Charging to Contractor all costs caused by the breach.

13.2 In the event of termination without prior notice by Library, Library shall give written notice to Contractor as soon thereafter as is practicable by U.S. Postal Service Certified Mail to Contractor's address herein, or by hand delivery of such notice to Contractor.

14. GOVERNING LAW, VENUE AND COSTS.

14.1 This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Nevada. The Parties hereby agree that venue for any and all disputes related to this Agreement shall be in the Fifth Judicial District Court of the State of Nevada, in and for the County of Nye.

14.2 The Parties further agree that, should it become necessary for either party hereto to take legal action to enforce any rights and/or obligations outlined herein, that the prevailing party shall be entitled to recover their costs to the extent provided for by law, with each party to bear their own attorneys' fees unless otherwise provided for by law.

15. BANKRUPTCY. Under no circumstances shall this Agreement or any of Contractor's rights hereunder, constitute an asset of the estate of Contractor or any company in which Contractor holds an ownership interest, in bankruptcy or similar proceedings involving the insolvency of Contractor or such company.

16. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

17. ENTIRE AGREEMENT. This Agreement constitutes the final and entire agreement between the parties. The rights and obligations of the parties shall be determined solely from the terms of this Agreement, and any prior or contemporaneous oral agreements are superseded by and merged into this Agreement.

18. PRECEDING AGREEMENTS. Upon full execution and implementation, this Agreement supersedes and voids any and all other preceding agreements between Contractor and Library relating to services to be performed under this Agreement.

19. AMENDMENT OF AGREEMENT. This Agreement cannot be varied or modified orally and may only be varied or modified by a written instrument duly executed by the Parties.

20. SEVERABILITY. If any provision of this Agreement is held to be invalid, such invalidity shall not affect the validity of any other provisions of this Agreement, which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the Parties do hereby execute this Agreement binding themselves to the full performance of this Agreement.

Dated: _____,

Pahrump Community Library ("Library")
701 East Street
Pahrump, Nevada 89048

By: _____,
John Shewalter, Chair

Dated: _____,

Avena & Sons ("Contractor")
5169 Agio Avenue
Pahrump, Nevada 89061

By: _____,

EXHIBIT “A”

Avena & Sons

5169 AGIO AVE
NV 89061
NV LIC # 0083363
(775) 513-2339

PROPOSAL

Date	Estimate # 100
8/14/2024	2028

Name / Address
Pahrump Community Library 701 East St Pahrump, NV 89048

Project

Description	Total
32-4K high-definition Swann Cameras installed. Includes equipment & labor for installation and adjusting. 32 4k (8mp) cameras Viewing angle 90 degrees Built in spotlight for darkness Microphone/Siren/Speaker built in Night vision distance up to 130ft in total darkness Thermal/Motion Sensor Red & Blue flashing lights All features can be set on a schedule Remote viewing via app and real time alerts to mobile devices for motion when scheduled Total of 8tb of storage with DVRS for all cameras Recording all the time between 7-9 days of retained footage With motion footage only retention increases to months Can be offloaded if an incident occurred Capable of using analytics to create perimeter/line detection zones, Human & face identification alerts, and Cross counting technology to count number of times someone crosses over a digital line, (such as into the front door of the library to count attendance) 1 year warranty through Avena & Sons Electric covers the equipment and the installation. For \$9.99 a month you can add extended warranty for an additional 24 months through camera manufacturer as well as 60 days of cloud retention for pictures when an alert is activated on cameras. 30 days of free return visits by technician to adjust cameras as needed for sensitivity or angles of coverage. Updates to the system done regularly by the manufacturer, automatically installs on DVR. Manufacturer provides technical phone support for help with software issues, after the 1 year warranty period through Avena. Placement according to plan as approved by library staff. Total labor and material	9,455.00
Total	\$9,455.00

Signature _____