

**Pahrump Community Library**  
**Minutes of the September 9, 2024 Meeting**

**1. Call to Order**

Meeting called to order at 10:06 am.

**2. Members Roll Call**

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

Absent: Vice Chair Runion

**3. Pledge of Allegiance**

The pastor 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.)**

Caroline Logue says she commends the board for the information on the agenda regarding public comment and talks about first amendment rights.

**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 wants to discuss the possibility of getting a safe. Acting Director Gibbons says we already have it.

With no further comment, item 5 is closed.

**6. Approval of September 9, 2024 Agenda (Non-action item)**

Without objection, the September 9, 2024 agenda is approved.

**7. For Possible Action: Emergency Items**

Item 8

There are no emergency items.

**8. For Possible Action: Discussion and deliberation to approve or amend and approve the meeting minutes for August 12, 2024.**

Trustee Morris makes a motion to approve the meeting minutes for August 12, 2024.  
Secretary Green seconds the motion.

Chair Shewalter calls the question to approve the meeting minutes for August 12, 2024.  
The measure passes 4-0 with one absent.

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

Acting Director Shanna Gibbons reads from her report beginning on page 13 of the backup.

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

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

Acting Director Gibbons reads from the vouchers as found beginning on page 14 of the backup.

Chair Shewalter calls the question.

The measure passes 4-0 with one absent.

**11. Presentation: Librarian's Report by Shanna Gibbons for discussion on library activity for August 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 her report as found in the backup.

**12. For Possible Action: Discussion and deliberation to discontinue Zoom for the Pahrump Community Library District Board of Trustees meetings.**

Chair Shewalter says the Zoom was started for Covid and got shut off and then restarted after request. It is causing problems.

Secretary Green says the Zoom should stay for two more months. People with disabilities appreciate the Zoom meetings. We could get a camera that could be hooked up to the Zoom meeting so people at home could watch.

Trustee Mounts asks how much we are paying for Zoom. Kraven Betancourt says he thinks \$120-\$130 per year.

Chair Shewalter asks how many were on Zoom today. Kraven Betancourt says one.

Trustee Mounts says she is concerned with overworking staff and asks if we are charged if we break contract.

Trustee Morris says he agrees with Secretary Green that we need time to work out the bugs. Chair Shewalter says it is causing problems for the staff.

Senior Deputy District Attorney Michelle Nelson says there is a provision in the agenda for reasonable accommodation for disabilities in compliance with NRS 241.020. The NRS does not require Zoom.

Ann Underdahl says she has friends with disabilities who get frustrated with not being able to log in and not being able to see everyone. She thinks Zoom would benefit our community.

Ginny Okawa says she is also against getting rid of Zoom.

Muriel Areno says she is legally blind and not always able to get a ride, and might attend via Zoom if she can't get a ride.

Caroline Logue talks about the first amendment and says the Zoom is important to keep.

Helen Schneider wants the Zoom to stay.

DM Franke says some people are agoraphobic and can't leave the house.

Chair Shewalter makes a motion to discontinue Zoom for the Pahrump Community Library District Board of Trustees meetings. The item dies for lack of a second.

**13. For Possible Action: Discussion and deliberation to 1) approve, amend and approve, or reject an agreement with Avena & Sons to install a camera system, 2) Execute the agreement, and 3) to pay from Capital Expenses account.**

Acting Director Gibbons describes the system as found on page 24 of the backup.

There is discussion about the current system.

Secretary Greens says it sounds like we need a new camera system but her only concern is that we only have one bid.

Trustee Mounts says this is twice as many cameras as we have, the safety of the library and staff is important, and we need a new camera system.

Trustee Morris says we need a better camera system but he agrees we should get more than one bid.

Senior Deputy District Attorney Michelle Nelson says given the dollar amount this one bid is sufficient and complies with NRS requirements.



Chair Shewalter says it is extra work for the staff when we already have a bid and the work needs to be done.

Chair Shewalter makes a motion to 1) amend and approve an agreement with Avena & Sons to install a camera system, adding in page 1 item 3 a completion date by October 14, and page 2 item 4.3 the library shall pay the \$9.99 a month for the extended warranty 2) Execute the agreement, and 3) to pay from Capital Expenses account. Trustee Mounts seconds the motion.

Frank Carbone says he is confused what the motion was and it needs a timeline.

Kevin Mounts says he has been in the business 20 years in the casino industry and these cameras are a good deal.

Caroline Logue asks about the need for staff to monitor the new system.

Robin Niedecker asks how loud the siren attached to the camera system is and whether it might disturb the trailer park across the street.

Acting Director Gibbons says we get an alert on our phone if no one is on the property. The volume and lights are adjustable.

Chair Shewalter calls a recess until 11:35.

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

Trustee Morris says he knows the people personally, does not have a pecuniary interest, and will be participating in this item.

Acting Director Gibbons says the cameras are in stock and the project can be completed by end of month.

Secretary Green says she is uncomfortable taking a single bid.

Trustee Mounts says the scope of work is fine.

Trustee Morris says he believes there should be bids put out.

Chair Shewalter calls the question. The measure fails 2-2 with one absent.

**14. For Possible Action: Discussion and deliberation to 1) approve, amend and approve, or reject a new Point of Sale system from Clover Business Solutions and 2) to pay from the General Fund account.**

Chair Shewalter makes a motion to approve a new Point of Sale system from Clover Business Solutions and 2) to pay from the General Fund account.

Acting Director Gibbons says it would be a total of \$1598, or \$799 each, and monthly fees.

Caroline Logue says it would be helpful if there were more detail about the difference between this system and the old system.



Secretary Green thinks it is a good deal.

Senior Deputy District Attorney Michelle Nelson says she recommends the item die and be properly agendized to clarify the two different charges: installation and monthly service fee.

The second and motion are withdrawn. The item dies for lack of a motion.

**15. 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.)**

Commissioner Frank Carbone says the county manager resigned and is leaving the 13<sup>th</sup>.

Acting Director Gibbons has no comments.

Secretary Green thanks everyone for coming.

Trustee Mounts says we got front page Friday for Tales with Pebbles. We have two teams already have been working with more who are interested.

Trustee Morris thanks everyone for coming.

Chair Shewalter says he changed his position on the Zoom.

**16. Adjournment**

Meeting adjourned at 11:55 am.

ITEM 9

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Grand Total	\$	2,757.46
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Cash Total

Credit Card Breakdown October 2024 Meeting

Name	Item	Date		Amount
Zoom	Monthly Fee	9/7/2024	\$	15.99
USPS Post Office	ILL's	9/9/2024	\$	11.64
PayPal Clark County Lib Dist	ILL fine/lost book	9/16/2024	\$	34.99
Amazon	Prime	9/18/2024	\$	14.99
Techsoup	Grantstation	9/19/2024	\$	99.00
USPS Post Office	ILL's	9/25/2024	\$	11.64
Dollar Tree	Halloween/Youth	9/25/2024	\$	13.45
JobList ALA	Advertising	9/30/2024	\$	291.60
Indeed	Advertising	9/30/2024	\$	150.00
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

643.30



## General Fund Payments

Oct-24

Vendor Name	Item	Recurrence	Amount
A & H Insurance	Insurance	Annual	\$
A to Z Databases	Databases	Annual	\$
AT&T	Phone	Monthly/Annual	\$
Awards Plus	Supplies	As Needed	\$
Baker & Taylor	Books	Monthly	\$ 650.47
Blackstone Audio	Audio	Monthly	\$ 160.43
Book Page	Magazine	Yearly	\$
C&S Waste Solutions/Pahrump Valley Disposal	Trash	Monthly	\$ 175.60
Center Point Large Print	Books	Yearly / As needed	\$
Comtech Business System	Phone	As Needed	\$
Cutting Edge Lawn Care	Lawn	Monthly	\$ 225.00
Daniel C. McArthur	Accountant	As Needed	\$
Data2	Databases	As Needed	\$
Demco	Supplies	As Needed	\$
EBSCO	Databases	As Needed	\$
Findaway	Audio	Monthly	\$ 385.13
Follet	ebooks	Annual	\$
Gale	Books	Monthly	\$ 621.53
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	\$ 3822.89
Kully	Equipment	As Needed	\$
Las Vegas Review Journal	Ads	As Needed	\$ 244.00
Legislative Counsel Bureau	Books	As Needed	\$
Library Store	Supplies	As Needed	\$
Marks Service Center	Supplies	As Needed	\$
Mastercraft Electronics	Electronics	As Needed	\$
Nevada Library Cooperative	ebooks	As Needed	\$
Nevada Public Agency Insurance Pool	Insurance	Annual	\$ 1117.50
Nevada State Bank	Credit Card	Monthly	\$ 643.30
Network Savants	IT	As Needed	\$ 1736.52
Office1	Copies	Monthly	\$ 106.00
Overdrive/Kanopy			\$ 27.00
Pahrump Valley Glass	Windows	As Needed	\$
Peter's Carpet Cleaning	Carpet	As Needed	\$
Pitney Bowes	Supplies	As Needed	\$
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	\$ 3409.71
Summit	Fire Protection	As Needed	\$ 1326.52
T-Mobile	Hotspots	Monthly	\$
Uline	Supplies	As Needed	\$
USA Today	Newspaper	As Needed	\$
Userful	Computers	Annual	\$
Valley Electric	Power	Monthly	\$ 3530.71
Valley Electric	Internet	Monthly	\$
Vortex	Doors	As Needed	\$
World Book	Books	As Needed	\$

Total	\$ 18,352.31
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See Authorization to Pre-Pay Letter

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 Kelly Green

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 John Shewalter

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 Dee Mounts

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 Matt Morris

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 Michael Runion

Petty Cash - October 2024 Meeting

Name	Item	Date	Amount	
NSB Petty Cash	Analysis Fee		\$	9.78
Nsb Collections	Analysis Fee		\$	29.51
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
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			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

39.29

Kelly Green

John Shewalter

Dee Mounts

Matt Morris

Michael Runion

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

	July	Aug	Sept
<b>TOTAL USAGE</b>	<b>6762</b>	<b>6691</b>	<b>6047</b>
Childrens' (in-house)	2117	2040	1721
Adults' (in-house)	3247	3185	2922
<b>TOTAL USAGE (in-house)</b>	<b>5364</b>	<b>5225</b>	<b>4643</b>
OverDrive (digital media)	1398	1455	1390
Kanopy (digital streaming)	0	11	14
<b>TOTAL USAGE (digital)</b>	<b>1398</b>	<b>1466</b>	<b>1404</b>
% childrens' (in-house)	0.39	0.39	0.37
% adults' (in-house)	0.61	0.61	0.63
<b>TOTAL MATERIALS ADDED</b>	<b>244</b>	<b>143</b>	<b>141</b>
in-house materials added	230	129	126
eAudio titles added	3	2	5
eBook titles added	11	12	10
Patron Count	5906	5730	5217
Swaps	264	214	200
Website Users	838	995	1261
Website Sessions	1442	1365	697
Internet/computer usage	661	667	466
Wireless	1007	690	712
Ref Transactions	1264	1366	1020
Ref Questions/ILL's	61	62	50
Legal Kiosk	21	16	17
Curbside Pickups	81	55	74
Curbside Returns	68	49	77
Patrons	27	21	22
Ref/Audlt/Comp/FABC	24	17	21
Tales with Pebbles			3
Babytime	0	0	37
Story Time	0	0	29
Reading/Passive Programs	24	0	
Youth Game Day	0	0	
Holiday Parties	0	0	
Teen Club/Teen Party	40	53	0



## 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 99/00 (\$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
<p>32-4K high-definition Swann Cameras installed. Includes equipment &amp; labor for installation and adjusting.</p> <p>32 4k (8mp) cameras</p> <p>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 &amp; Blue flashing lights All features can be set on a schedule</p> <p>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</p> <p>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 &amp; 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)</p> <p>1 year warranty through Avena &amp; Sons Electric covers the equipment and the installation.</p> <p>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.</p> <p>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</p>	9,455.00
	<b>Total</b> \$9,455.00

Signature \_\_\_\_\_

## 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 Industrial Light & Power, LLC, a Nevada limited liability company, 1700 S. Warren Street, Pahrump, Nevada, 89048 ("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 ceiling mounted vape detectors in the Library's public restrooms ("Vape Detectors").

**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 Vape Detectors 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 Quote/Estimate Number 11677, dated September 17, 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 fourteen thousand eight hundred seventy-five dollars and 00/100 (\$14,875.00) 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. Payment further includes the first year of cloud service for Library to receive SMS text and email notifications and login to the detector system.

Payment to Contractor does not include annual cloud license fee of seventy-five dollars (\$75.00) per detector annually, after the first year, for SMS text and email notifications and iPhone and Android APP cloud services.

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.

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: \_\_\_\_\_,

Industrial Light & Power, LLC ("Contractor")  
1700 S. Warren Street  
Pahrump, Nevada 89048

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



# EXHIBIT "A"



# QUOTE

# EST-11677

## Industrial Light and Power, LLC

1700 S. Warren Street  
Pahrump Nevada 89048  
U.S.A  
NV License:0076683  
Bid Limit:\$3,000,000.00

Bill To  
**Pahrump Library**  
701 East Street  
Pahrump  
89048 Nevada

Estimate Date : 17 Sep 2024  
Expiry Date : 15 Oct 2024  
Reference# : Vape Detectors

#	Item & Description	Qty	Rate	Amount
1	Install two (2) ceiling mounted Vape Detectors in each of the the two Public restrooms; includes installation of (4) commercial vape detectors including home room CAT6 data line back to facility server closet; Includes night work /premium time; includes trip charge to inspect prior to quote and trip charges to perform scope of work; inbound freight included; includes required aerial equipment; **monthly cloud service required.	1.00	14,875.00	14,875.00
Sub Total				14,875.00
Total				\$14,875.00

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

Agreed to and accepted by:\_\_\_\_\_Date:\_\_\_\_\_

PO#\_\_\_\_\_

### Terms & Conditions

Estimate valid until October 15th, after the October 14th board meeting; permits not required for low voltage ethernet cabling; NOTE: Customer understands that to receive SMS text and email notifications and login to the detector system there is an annual cloud license fee of \$75 per detector as of the date of this quote, which would be \$300 annual for text notifications and iPhone and Android APP cloud services. Currently, discounts are available for purchasing multiple years of cloud service. This quote includes the first year of this cloud service for the (4) detectors; NOTE: ILP is not responsible for licensing or setting up cloud contracts/services and this is the customers responsibility after the first year of cloud license included in the above quote to get the system up and operational.

## Recap and Merchant Application Needs List - Clover

Castaneda, Percival (US - Nevada) <percival.castaneda@Fiserv.com>

Mon 8/12/2024 4:22 PM

To:assistdir pahrumplibrary.org <assistdir@pahrumplibrary.org>

📎 2 attachments (741 KB)

Clover Mini 3.pdf; Subscription flyer info.pdf;

Good Afternoon Ms. Shannon Gibbons,

Thank you for reaching out and it was a pleasure connecting with you.

Please see below recap and Merchant Application Needs List:

- Hardware: **\*\*Updated equipment pricing as of Aug 2024\*\***
  - Clover Mini 3
    - Purchase Options:
      - \$799 purchase
      - 3 months installment of \$267
    - Lease Options:
      - \$35 per month for 48 months subscription (lease)
      - \$45 per month for 36 months subscription (lease)
      - **\*\* Lease subscription includes Equipment Protection coverage\*\***
    - Cash Drawer: \$75 – purchase only\*\*
- Software:
  - Essential Software: \$14.95 95 + \$11.95 *per additional device / per month*
    - Access to Payment Software plus below:
    - Access to Register App (Sales Tax, Tips)
    - Basic Inventory management
    - Client loyalty and Retention management (Rewards App, Customer App, Promo App, Discount App)
    - Access to Clover Gift Cards
- Rates:
  - Surcharging – helps lower your credit card fees by passing it directly to your customer.
    - 3% for all Credit Card charged to your customers.
    - 1.75% + 0.25 for all Debit Card charged to merchant
    - \$27.95 monthly platform fee
    - \$9.95 PCI Compliance fee
    - **\*\* Requires for you to have a written and verbal disclosure\*\***
- **One Time Fee(s):**
  1. \$149 – one time application fee per location
  2. Installation Fee: Waived
  3. Shipping: TBD – we have ground, 2 days, overnight options via FedEx
  4. Sales Tax: applicable on equipment purchase.

### Items needed:

- Articles of Organization / Incorporation – If available
- EIN
- Fictitious Business Name (DBA Certificate)
- Business Address
- Date of Birth
- Personal Address
- Best Contact Number (Mobile)

Item 14

20



- *Store Phone number*
- *Social Security Number*
- *Either a bank letter showing the business name with the account and routing number (or) voided check that shows the business name, account, and routing number*
- **\*\*Address Verification, only if it warrants – Needs to show business name and address: (One of the following)\*\***
  - *Business License /Permit*
  - *Lease*
  - *Bank Statement*
  - *Business Utility Bill*

Please feel free to let me know if you have any questions

Thank you,  
Rey

### **Percival Rey Castaneda**

Business Consultant - Nevada / Clover Business Solutions

Mobile: 702-274-4894

[Percival.castaneda@fiserv.com](mailto:Percival.castaneda@fiserv.com)

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## Pahrump Community Library Employee Benefits

1. Since 2012, our Pahrump Community Library employees have been getting paid ten hours per month, for both annual and sick leave. All current employees have not known anything different. As of pay period 08/19/2024 through 09/01/2024, employees have started receiving eight hours per month, for both annual and sick leave.

2. For Annual and sick leave accrual, the Pahrump Community Library Policy currently states the following:

### Annual Leave Accrual

All regular full-time employees will earn annual leave as follows:

From the Beginning of the Pay Period Following Completion of:	Through the Pay Period During Which the Employee Completes:	Hours Accrued for Each Regularly Schedule Hours on Paid Status:
Six months of eligible Employment	Ten consecutive years of employment	0.0500
Ten consecutive years of Eligible employment	Fifteen years of eligible employment	0.0692

### Sick Leave Accrual

Regular full-time employees will accrue sick leave at the rate of 0.05 hours per each regularly scheduled hour worked or on a paid status.

3. Due to the fact that this clerical error went unnoticed until just recently, and previous employees have already been paid accordingly, we, the employees of the Pahrump Community library, request that the Pahrump Community Library Policy be updated to reflect those already having been paid, and allow us to keep the earnings we are accustomed to, as what we have been getting since 2012. Therefore, we ask for the new policy to be worded as follows:

All regular full-time employees will earn annual and sick leave as follows:

Length of Service:	Hours Accrued:
Hire date to 10 <sup>th</sup> anniversary date	10 hours/month
10 <sup>th</sup> anniversary date to 15 <sup>th</sup> anniversary date	12 hours/month
Beginning with the 15 <sup>th</sup> Anniversary date	14 hours/month