

**Pahrump Community Library**  
**Minutes of the July 14, 2025 Meeting**

**1. Call to Order**

Meeting called to order at 10:05 a.m.

**2. Members Roll Call**

In Attendance: Secretary Kelly Green (via Zoom), Trustee Matthew Morris, Trustee Dee Mounts, Vice-Chair Michael Runion, Chair John Shewalter, Michelle Nelson, Director Kimberly Thomas, and Assistant Director Shanna Gibbons.

**3. Pledge of Allegiance**

The Pledge of Allegiance was led by member of the public Aaron Koehler.

**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.)**

Chair Shewalter opens public comment.

There are no comments.

Public comment is closed.

**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.)**

Director Thomas – No comment.

Trustee Green – She says hello to everyone and says that the new audio we have for the Zoom works well. She also states that creating a position to do community outreach to places like senior centers, homeschoolers, or other groups with transportation issues would be a great service, and would like the Library Director to consider this. She would like to thank the library staff for the wonderful job they did putting the library back together.

Trustee Morris – He says he would like to thank the staff for carrying out their duties in a professional manner.

Trustee Mounts – She states that she is very proud of the library and that the Tales with Pebbles program is currently booked up.

Vice-Chair Runion – No comment.

Chair Shewalter – He says congratulations the library staff on getting the library put back together, and it looks beautiful.

**6. Approval of July 14, 2025 Agenda (Non-action item)**

Item 7 is struck as there are no emergency items.

Without objection, the July 14, 2025 agenda is approved.

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

There are no emergency items.

**8. For Possible Action: Discussion and deliberation to approve or amend and approve the meeting minutes for June 9, 2025.**

Vice-Chair Runion made a motion to approve the meeting minutes for June 9, 2025.

Trustee Morris seconds.

There is clarification that the draft meeting minutes are sent out with the agenda to the public who request a copy of the agenda ahead of time, and that the minutes do not go on the website until after they are approved by the library board during the meeting.

There is no public comment.

Chair Shewalter calls the question to approve the meeting minutes for June 9, 2025.

The measure passes 4-1.

**9. Presentation: Treasurer's Report by Kim Thomas for discussion of monthly expenditures and revenue for June 2025 through July 2025.**

Director Thomas reviewed the monthly expenditures for June 2025, along with the additional backup for the credit card breakdown. She reviewed the reimbursements that will be deducted from the Petty Cash. She also reviewed the new Clover P.O.S. reports and explained the details of the different payments.

Trustee Green – She states that she likes the new Clover report.

Trustee Mounts – No comment.

Trustee Morris – He asks if Network Savants is a yearly fee.

Director Thomas – She clarifies that it is as needed.

Vice-Chair Runion – No comment.

Chair Shewalter – He questions what the Gunny's charges were for and, if they were for when the main unit in the library broke down.

Director Thomas – She states that it was for the main unit, plumbing we had done for the renovations, and for the plumbing for the countertop replacement.

Chair Shewalter – He states there was \$990.00 for T-Mobile Hotspots, but he will come back to that later.

**10. Discussion and deliberation to approve or amend and approve payment vouchers for June 2025 through July 2025.**

Chair Shewalter made a motion to approve the payment vouchers for June 2025 through July 2025.

Trustee Morris seconds.

Chair Shewalter calls for Public Comment.

There are no public comments.

There are no comments from the board.

Chair Shewalter calls the question.

The measure passes 5-0.

**11. Presentation: Librarian's Report by Kim Thomas for discussion on library activity for June 2025 through July 2025. Report activities include patron traffic, books checked out, books returned, fees collected, online story time, STEAM, internet use, website usage and materials added.**

Director Thomas read her librarian's report listed below:

The staff worked hard to get the library reopened, and things are going well in our newly renovated library. We had 407 patrons on just the first day we reopened, June 16th.

Our regular programming has resumed, and staff has taken initiative in running programs. Kit is now running Chess Club, Kraven is now teaching the Basic Computer Class which begins this week, and Shanna is planning a fun fall craft. One of the library's volunteers, Joanne, is still running Favorite Author Book Club, which was being held off site and has moved back into the Story Room.

The staff has been evaluating one of the options for our new ILS (Integrated Library System/catalog and checkout software), Apollo by BiblioInix, and I am looking forward to getting their feedback on that tomorrow. I have another demo from The Library Corporation ready for everyone to try out next.

Director Thomas presented the Librarian's Report Statistics for June 2025.

Trustee Green – No comment

Trustee Mounts – No comment.

Vice-Chair Runion – No comment.

Trustee Morris – He asked about the curbside patron count being different than the regular patron count.

Chair Shewalter – He also questioned the patron pick up and returns during curbside.

Director Thomas – She clarified that the curbside patron count was separate from the regular patron count and that the return and pickups were for the books circulated during the curbside service.

**12. Discussion and deliberation regarding the working hours for the Library Director and set start date.**

Chair Shewalter makes a motion to set the Library Director's hours for Monday through Friday, 9:00a.m. – 6:00 p.m., with Saturdays and Sundays off, and to have the working hours be flexible since the director is a salaried employee exempt from overtime. These hours are to start on Monday, July 21, 2025.

Vice-Chair Runion seconds.

Chair Shewalter opens public comment.

Ann Underdahl – She was asking for clarification on the start date for the hours because there was a start date when she started her position, and was this start date for the new regimen?

Chair Shewalter confirmed that it was for her new working hours regimen.

Dave Ochenreider – He agrees that flexible hours for a salary employee are needed.

Chair Shewalter – He states that those flexible guidelines also include an hour lunch.

Public comment is closed.



Vice-Chair Runion – He states that it is a good thing to bring practice and policy into coordination.

Trustee Morris – No comment.

Trustee Mounts – She asks Director Thomas what she thinks.

Director Thomas – She states that there are times when she has come in early and stayed late, has worked on Saturdays, and has put in more than 40 hours a week.

Trustee Green – She states that it sounds good.

Michelle Nelson – She clarifies that Director Thomas is a salaried employee and does not receive overtime, and that whatever hours Director Thomas needs to work to get her job done are the hours that she needs to work. The 9-6 schedule being set is just a guideline of when the board would like to see her here when the library is open. If she gets her job done in less than 40 hours, fine. If she is more than 40 hours, that is fine too, as long as the job is getting done.

Chair Shewalter – He states that Director Thomas is working on a lot of things right now, and in the future, when things are smoothed out the hours of 9-6 may be more applicable.

Chair Shewalter calls the question.

The measure passes 5-0.

**13. Discussion and deliberation to include June 19 (Juneteenth) to the Pahrump Community Library Personnel Policy Manual as a recognized holiday.**

Chair Shewalter makes a motion to include June 19 (Juneteenth) to the Pahrump Community Library Personnel Policy Manual as a recognized holiday.

Vice Chair Runion seconds.

Chair Shewalter opens public comment.

Ann Underdahl – She thinks that it is a positive move because it is a Federal Holiday.

Dave Ochenreider – He is not in agreement because it's in the middle of the week, and maybe the library staff could take a personal holiday day instead so that we could be open to the public.

Robin Niedecker – She states that it is a national observation of a very important day in our history, and it should be observed as it has been in the last few years.

Aaron Koehler – He states that a holiday like this should let the patrons use the library, and it should be available. He suggests we could keep the library open by using people who don't have any plans for that holiday, or by using volunteers.

Helen Schneider – She states that if we want to start deciding holidays that you don't want observed, then she could mention a few like Christmas, Thanksgiving, or the Fourth of July. She states that some people might not like Christmas and that June 19th should be accepted just as all of the other holidays are.

Carolene Logue – She supports the Library Board's effort to be correct in recognizing the purpose of the holiday.

Chair Shewalter closes public comment.

Chair Shewalter – He states that this has been in practice for the library to be closed, and the NRS states that we are required to do it. He asks Michelle Nelson if there are any other options.

Michele Nelson - She states that, per NRS 236.015, Juneteenth is recognized as a legal holiday. Subsection 2 specifies that all state, county, and city offices, courts, and public schools must close on legal holidays. She further explains that if June 19th falls on a Sunday, the following Monday would be observed as the holiday. If it falls on a Saturday, the preceding Friday would be observed. If June 19th falls on a weekday (Monday through Friday), that day would be observed as the holiday.

Chair Shewalter – He states personal feelings aside, we have to follow the NRS.

Michelle Nelson – She also added that the reason this item is on the agenda is that the personnel policy needs to be updated, as Juneteenth was not a holiday when the current policy was put into place.

Chair Shewalter – He states it has been a practice and that it is not a policy, but it should be according to the NRS. He asks Director Thomas if she has any questions.

Director Thomas – She states no.

Vice-Chair Runion – No comment.

Trustee Morris - No comment.

Trustee Mounts – She states that when talking to Director Thomas, the employees have been taking it off for years, and it's good to know that the NRS supports the holiday.

Chair Shewalter calls the question.

The measure passes 5-0.

**14. Discussion and deliberation to approve, amend and approve or reject creating 1) an Information Technology Coordinator position; 2) establish the job description for the Information Technology Coordinator position; 3) determine whether the library shall pay for the CompTIA A+ certification(s) for the Information Technology Coordinator; and 4) to set the starting salary at \$21.00 per hour.**

Chair Shewalter makes a motion to approve creating an Information Technology Coordinator position, to establish the job description for the Information Technology

Coordinator position, to approve the library to pay for the CompTIA A+ certification(s) for the Information Technology Coordinator, and to set the starting salary at \$21.00 per hour.

Vice-Chair Runion seconds.

Chair Shewalter opens public comment.

Ann Underdahl – She agrees with the board this is a position that would benefit our library and that proper training is important. She believes that the salary range for this type of position is quite a bit different from what we are recommending.

Chair Shewalter – He asks Ann Underdahl for her research findings.

Ann Underdahl – She states the average salary in Nevada for a coordinator is \$58,460.00 as of January 1, 2025, and that breaks down to \$4,872.00 a month and \$28.16 an hour.

Chair Shewalter closes public comment.

Vice-Chair Runion – He states that he doesn't see any major issues or even minor issues with the job description or the minimum qualifications for the position and that it is in line with entry-level IT positions.

Chair Shewalter – He states that after speaking with Director Thomas, he thought that this was an excellent idea and the director thought it would benefit the library, and she drew up the job description.

Vice-Chair Runion – He states that the CompTIA A+ certification that their entry-level certification is the gateway to all of their other certifications, and that this is an industry-standard certification that is pretty much required across the board. He states that from his experience, it is a challenging exam and that they have changed it up since he has taken it.

Trustee Morris – He asks if we have a need for a full-time person, or do we pay this full-time person to do other things at the library to fill time?

Director Thomas – She states that if we had someone here, it would cut down on having to call Chris Marini out, and that he costs significantly more than this. She clarifies that the job description does include other duties, such as filling in on the service desks.

Trustee Mounts – She asks for an amendment to be added that the person is to be a team player, and wherever you need them you can use them, without them saying that it is not in their job description.

Director Thomas – She states that is already included.



Trustee Mounts – She asks if we can start with a lower salary and raise it up later?

Director Thomas – She states she believes that it is a fair wage for what we need.

Trustee Green – She states that her concern is if someone comes in who hasn't earned their CompTIA A+ certification, should we put in the 12 months' time frame to complete the certification in the motion, in case they come into the position without the certification.

Vice-Chair Runion – He states that he doesn't recall the current schooling time, but for him, it was 6 months of classroom study. He believes that setting the minimum qualification of having it, then we will get people who have it.

Trustee Green – She withdraws her concern.

Vice-Chair Runion – He states he believes that we shouldn't even be considering anyone who doesn't have it already. He also states that this is a renewing certificate every 12 months, so what we have is adequate.

Chair Shewalter withdraws his motion.

Vice-Chair Runion withdraws his second.

Chair Shewalter makes a motion to amend and approve creating an Information Technology Coordinator position, and to amend the job description to remove other duties as assigned, to provide for the library to pay for the CompTIA A+ certification for the Information Technology Coordinator position, and to set the starting salary at \$21.00 per hour.

Trustee Green seconds.

Michelle Nelson - She states she has a few concerns with the motion in regards to the job description, and also a comment from Trustee Green as far as paying for the certification. The job description says obtain and maintain, so the motion for the library to pay for the certification is also to maintain that every 12 months?

Chair Shewalter - He states "yes".

Michelle Nelson – She states that there are also several items in the job description that don't seem to fall within that title or classification, such as "helping out with anything that's needed," and is too broad in any job description. She states that the job description needs work and she recommend taking out bullet points from "Assist in all departments/at any service desk (reference, circulation, youth) as needed" from there down. She adds it would be the last 4 bullet points of duties and clarify the motion that



the library is going to pay for both obtaining the certification and as well as the renewal of it.

Chair Shewalter withdraws his motion.

Trustee Green withdraws her second.

Chair Shewalter makes a motion to amend and approve creating an Information Technology Coordinator position, to amend the job description to remove bullet points;

- Assist in all departments/at any service desk (reference, circulation, youth) as needed.
- Acquire training and maintain education to support the tasks assigned.
- Cooperate as a team member with the library staff in performing any duty essential to the achievement of efficient library operations.
- Other duties as assigned.

The library should pay for obtaining and/or maintaining the CompTIA A+ certification and for maintaining it, and to set the starting salary at \$21.00 per hour.

Vice-Chair Runion seconds.

Chair Shewalter open public comment.

There are no public comments.

Chair Shewalter – He states he is not struggling with Ms. Nelson’s recommendation on the job description. Director Thomas is working on the personnel manual, and he’s sure she will consult with Michelle Nelson on how to word them properly as she goes through this job description to add them so that it’s done correctly. As for the dollar amount research done by Ann Underdahl, he stands by the \$21.00 an hour because that can be addressed at a later date.

Vice-Chair Runion – No comment.

Trustee Morris - No comment.

Trustee Mounts – No comment.

Trustee Green - No comment.

Chair Shewalter calls the question.

The measure passes 4-1.

**15. Discussion and deliberation to approve, amend and approve or reject increasing the hourly rate for Jennifer Swanson from \$17.92 per hour to \$20.00 per hour.**

Chair Shewalter – He states that he drew up the agenda item at Director Thomas' request.

Chair Shewalter makes a motion to approve increasing the hourly rate for Jennifer Swanson from \$17.92 per hour to \$20.00 per hour.

Vice-Chair Runion seconds.

Chair Shewalter opens public comment.

There are no public comments.

Director Thomas – She states that Jennifer is a fantastic employee who is self-motivated, takes initiative, and she has taken on additional responsibility and deserves it.

Chair Shewalter - He asks Director Thomas if she has checked these figures with the payroll and everything is copasetic, and that she has she verified or checked with anybody else about it?

Director Thomas – She states “yes” and that Dan McArthur’s office gave her a spreadsheet for her to figure out.

Vice-Chair Runion – He states to pay them what they are worth.

Trustee Morris – States that Jennifer is always active when he stops in the library and always engaged, so he looks favorably on this.

Trustee Mounts – She asks what Jennifer does at the library.

Director Thomas – She clarifies that she is full-time at circulation.

Trustee Green – She supports the motion.

Chair Shewalter calls the question.

The measure passes 5-0.

**16. Discussion and deliberation to approve, amend and approve or reject raising the Head of Circulation hourly pay from \$28.06 per hour to \$29.00 per hour.**

Chair Shewalter made a motion to approve raising the Head of Circulation’s hourly pay from \$28.06 per hour to \$29.00 per hour.

Vice-Chair Runion seconded.

Chair Shewalter opens public comment.

There are no public comments.

Director Thomas – She states that circulation is the backbone of the library and that this position oversees the circulation of the materials, volunteers, processing of the new materials, and she does a fantastic job, which she believes warrants a higher wage the amount of responsibility and tasks involved.

Vice-Chair Runion – He supports the motion.

Trustee Mounts – No comment.

Trustee Morris – He asks who is Head of Circulation?

Director Thomas states that Barbara Ferido is Head of Circulation.

Trustee Green - She states that heading the circulation department is a lot of work, it's a forward-facing position, it's a complex job, and she supports this.

Chair Shewalter calls the question.

The measure passes 5-0.

**17. Discussion and deliberation to approve or reject 1) removing the “Part-Time Employees Annual Leave” from the Pahrump Community Library Personnel Policy Manual and 2) pay-out the part-time employees existing annual leave banked hours.**

Chair Shewalter makes a motion to remove the “Part-Time Employees Annual Leave” from the Pahrump Community Library Personnel Policy Manual and to pay-out the part-time employees existing annual leave banked hours.

Trustee Morris seconds.

Chair Shewalter opens public comment.

Ann Underdahl – She states that she doesn't know of any other place that gives part-time employees benefits and she commends to board for paying out the existing banked hours. This is fully in line with every other employer in Nevada, so she supports the motion.

Carolene Logue – She states that part-time employees are important and that we should have more part-time employees who may use the part-time basis as a stepping stone to move on to a full-time position in the future. She also states that the community would benefit from having more part-time workers so that they can pursue a personal need in their lives. She states that this is the wrong time to put it into place in our present-day economy, and to please rethink passing this.

Chair Shewalter closes public comment.

Chair Shewalter – He states that in conversation with Director Thomas, she mentioned banked hours, and he asked what banked hours are. He states she told him that it is in the manual, and it is where part-time employees can work more than what they are scheduled, and they can bank those hours to be used for time off later and be paid later



for it. He states that he had Director Thomas check on it. It does not impact someone's ability to take time off – go to the director with your request and if she approves it, you can have it. This policy is in violation of the Federal Fair Labor Standards Act. He states that he is voting to eliminate this policy because if we don't, we are now knowingly in violation of the law. You cannot have people work and not pay them within that time period, it is against the law. He is not willing to violate the law to accommodate this policy. He will not knowingly violate the law. He states that the motion is to eliminate the policy and to pay out the people because they are owed that money.

Vice-Chair Runion - He states that policy, practice, and statutory requirements all need to be aligned.

Trustee Morris – He agrees. Follow the law.

Trustee Mounts – No comment.

Trustee Green – She states that she agrees. We have to follow the law.

Chair Shewalter calls the question.

The measure passes 5-0.

**18. Discussion and deliberation to approve, amend and approve or reject setting the library hours to be open Monday through Friday 9:00 am to 6:00 pm and Saturday 10:00 am to 5:00 pm, and to be closed on Sunday.**

Chair Shewalter makes a motion to set the library hours to be open Monday through Friday, 9:00 a.m. to 6:00 p.m. and, Saturday, 10:00 a.m. to 5:00 p.m., and to be closed on Sunday.

Trustee Green seconds.

Chair Shewalter opens public comment.

There are no public comments.

Chair Shewalter – He states that the current hours were reduced during Covid and that this is a return to the normal hours. He has been to a library in a community significantly smaller than Pahrump, and they were open 7 days a week. He states that the library needs to be open consistently, the same hours every day. If people don't know when you are open, they will stop coming. We provide services to people.

Vice-Chair Runion– He says enforce policy and practice.

Trustee Morris – No comment.

Trustee Mounts – No comment.



Trustee Green – No comment.

Chair Shewalter calls the question.

The measure passes 5-0.

Trustee Mounts – She asks when the start date will be.

Michelle Nelson clarifies that there is no start date in the agenda, so the board cannot set one. She suggests that the item could come back on the next agenda.

Chair Shewalter states that it was voted on and that if Director Thomas can make the changes before the next board meeting, the board won't bug you about it.

Director Thomas says fair enough.

**19. 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).**

There was a discussion that Michelle Nelson was appointed as Liaison during a County Commissioners meeting.

Michelle Nelson confirmed that it was the District Attorney's Office that was appointed Liaison, so any representative at the office is a Liaison for the library. She states that District Attorney Kunzi accepted the recommendation from the County Commissioners to represent the library.

Michelle Nelson – No further comments.

Director Thomas -She thanks everyone for coming, and she is happy to be reopened and have people in the library again. She announces the Christmas in July event that is coming up on July 21, 2025, where the public is invited to come make ornaments that will be displayed on the U.S. Capitol Christmas Tree.

Trustee Green – She thanks the library staff and comments that the Zoom audio system has improved.

Trustee Mounts – She states that she has been working with Director Thomas on the marketing program and thinks that doing a podcast about the employees and programs would help with the advertising as well, and that they are working on the scripts now.

Trustee Morris – He states that he appreciates everybody's input, and he looks forward to the next meeting.

Vice-Chair Runion – He states that Kraven did a great job with the audio, he thanks Director Thomas for her work, and hopes she feels empowered by the board's level of trust in her, and thanks the public and staff.

Chair Shewalter – He states this board is more than open and willing to set appropriate salaries, set appropriate work environments, set appropriate times, set appropriate boundaries, policies, etcetera, that improve the library and make the library function more effectively and smoothly. He states when he came onto the board, he decided that politics were not going to be part of his actions on the board. He invites the public to come to him if they can point out instances with concrete evidence where he or others have politicized something on the board, because it's something he wants to be aware of. He states that Director Thomas is taking concrete steps to work with consultants on certain matters that are large here. For example, the Five-Year Plan. He doesn't know that there's ever been a comprehensive Five-year-Plan at this library and that it's ever actually been used to do anything with. The Director has hired a consultant to write a new Five-Year-Plan for the library and she's committed to implementing it and making sure everybody's hopes for this library are actually met. She has a concrete plan to take care of that. It also applies to the personnel and library policies. She is looking for a consultant to rewrite these because they are horrible. He has encouraged her to hire a consultant to make sure the policy manuals are done. He wants to commend the trustees for doing their work with the library, such as Dee working with Director Thomas on a marketing plan.

Michele Nelson – She states that if there are items that are going to be on a future agenda, that is fine, but they are not to be discussed now.

Chair Shewalter – He states that he has asked Director Thomas for copies of the personnel and library policies and that the staff has signed that they have received a copy.

Director Thomas – She says that the staff definitely signed that they have received the personnel policies.

Chair Shewalter – He makes a statement to the Director, and says he hopes by extension, to the staff, that these policy manuals apply today, and they will be obliged and complied with, and they are not void because they are old or that we have always done it that way. He states to Director Thomas that he expects her to live by these, and by extension he hopes that she will apply that to her staff. There are things going on at the library that he is shocked about, and he hopes that the Director will square it all up.

## **20. Adjournment**

The meeting is adjourned at 11:58 a.m.

## General Fund Payments

Aug-25

Vendor Name	Item	Recurrence	Amount
A & H Insurance	Insurance	Annual	\$
AT&T	Phone	Monthly/Annual	\$ 1300.14
AtoZ Databases	Supplies	As Needed	\$
Baker & Taylor	Books	Monthly	\$ 1601.43
Blackstone Audio	Audio	Monthly	\$ 444.03
Book Page	Magazine	Yearly	\$
C&S Waste Solutions/Pahrump Valley Disposal	Trash	Monthly	\$ 183.40
Center Point Large Print	Books	Yearly / As needed	\$
Comtech Business System	Phone	As Needed	\$
Cutting Edge Lawn Care	Lawn	Monthly	\$ 200.00
Daniel C. McArthur	Accountant	As Needed	\$
Data2	Databases	As Needed	\$
Demco	Supplies	As Needed	\$
EBSCO	Website	As Needed	\$
Gale	Books	Monthly	\$
Genuine Pest Control	Pest Control	Monthly	\$ 170.00
Great Basin Water	Water	Monthly	\$ 630.22
Grey House Publishing	Books	As Needed	\$
Gunny's	HVAC	As Needed	\$
Industrial Light & Power	Electrician	As Needed	\$ 1310.00
Johnson Controls	Alarm	Annual	\$ 3875.53
Las Vegas Review Journal	Ads	As Needed	\$
Legislative Counsel Bureau	Books	As Needed	\$
Librarica	It Subscription	Annual	\$
Library Store	Supplies	As Needed	\$
Marks Service Center	Supplies	As Needed	\$
Mastercraft Electronics	Electronics	As Needed	\$
Network Savants	IT	As Needed	\$ 2732.53
Nevada Library Cooperative	ebooks	Annual	\$ 4000.00
Nevada Public Agency Insurance Pool	Insurance	Annual	\$
Nevada State Bank	Credit Card	Monthly	\$
Office1	Copies	Monthly	\$
Overdrive/Kanopy	Digital/Streaming	Annual/Monthly	\$ 78.00
Pahrump Valley Glass	Glass	As Needed	\$
Peter's Carpet Cleaning	Carpet	As Needed	\$
Playaway	Audiobooks	Monthly	\$
Princh	Printing	Annual	\$
ProQuest	Ancestry	Annual	\$
Public Agency Compensation Trust	Workers Comp	Quarterly	\$
Smooth Movers	Moving services	As Needed	\$ 500.00
Staples	Supplies	As Needed	\$ 1989.12
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	\$ 498.00
Uline	Supplies	As Needed	\$
Valley Electric	Power	Monthly	\$ 2982.20
Valley Electric	Internet	Monthly	\$
Vortex	Doors	As Needed	\$
World Book	Books	As Needed	\$

<b>Total</b>		<b>\$ 22,494.60</b>
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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

Capital Projects Invoices

Aug-25

Vendor Name	Item	Amount	
Demco	Youth Furniture	\$	5,081.89
Desert Wire	Door Access Install	\$	2,700.37
		\$	
		\$	

Total		\$	7,782.26
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Kelly Green

Michael Runion

John Shewalter

Dee Mounts

Matt Morris



## Petty Cash - August 2025 Meeting

[illegible]

244.20

Kelly Green

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John Shewalter

Dee Mounts

Matt Morris

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Michael Runion

# Credit Card Breakdown August 2025 Meeting

Name	Item	Date		Amount
Amazon	Key box, mics, Zoom speaker/mic	7/2/2025	\$	229.67
Walmart	SRP- hula hoops and water	7/3/2025	\$	71.63
Dollar Tree	SRP - Balloons and Tablecloths	7/3/2025	\$	24.38
Costco	SRP- snacks (goldfish & cookies)	7/3/2025	\$	77.94
Zoom	Monthly subscription	7/7/2025	\$	16.99
4Imprint	PCL Custom Pencils	7/7/2025	\$	361.92
Home Depot	Bolts/links for hanging flag	7/8/2025	\$	30.28
Amazon	Power adapter for boombox	7/11/2025	\$	7.97
Amazon	Mics and vacuum cleaner belt	7/11/2025	\$	37.44
USA Today	Annual Subscription	7/15/2025	\$	528.00
Amazon	Microphones 2 pack	7/16/2025	\$	72.99
Square	SRP - John Lewit, magician	7/16/2025	\$	350.00
Compliance Signs	Vendors Ring Bell Signs for Back Door	7/22/2025	\$	33.93
USPS	ILL returns	7/23/2025	\$	7.10
Costco	SRP food - capri sun, hot dogs, buns	7/23/2025	\$	178.53
Amazon	SRP - gift bags	7/27/2025	\$	11.39
Dollar Tree	SRP - tablecloths and mustard	7/28/2025	\$	9.07
USPS	Certified mail indebtedness rpt, ILL	7/30/2025	\$	11.72
Walmart	Cleaning Supplies - Endust	7/30/2025	\$	12.78

2073.73

Amazon	Refund - Mics and reflectors	7/11/2025	\$	\$24.99
Uline	Refund - Deposit for chairs	7/12/2025	\$	\$5,000.00
Amazon	Refund - Power supply for boombox	7/23/2025	\$	\$7.97
Amazon	Refund - Microphones	7/30/2025	\$	\$23.74
	Total Refund			\$5,056.70

total

-\$2,982.97

**MATERIALS WITH USAGE July 1, 2025 - June 30, 2026**

	July						
<b>TOTAL USAGE</b>	<b>6944</b>						
Childrens'	2881						
Adults'	2879						
In House Usage	0						
<b>TOTAL USAGE</b>	<b>5760</b>						
OverDrive (digital media)	1144						
Kanopy (digital streaming)	40						
<b>TOTAL USAGE (digital)</b>	<b>1184</b>						
% childrens'	0.50						
% adults'	0.50						
<b>TOTAL MATERIALS ADDED</b>							
Materials added	153						
eAudio titles added	0						
eBook titles added	0						
Patron Count	5378						
Swaps	183						
Website Users	858						
Website Sessions	1712						
Internet/computer usage	469						
Wireless	587						
Ref Transactions	1098						
Ref Questions	78						
ILL's Received	14						
ILL's Loaned	0						
Legal Kiosk	9						
Curbside Pickups	52						
Curbside Returns	49						
Patrons	25						
Ref/Audlt/Comp/FABC	27						
Train Raffle	0						
Tales with Pebbles	47						
Babytime	0						
Story Time	0						
Summer Reading Program	576						
Youth Game Day	0						
Holiday Parties	0						
Teen Club/Teen Party	0						

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

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
<b>TOTAL USAGE</b>	6762	6691	6047	6333	5702	7112	4162	4179	4139	3885	3979	5762
Childrens' (in-house)	2117	2040	1721	1977	1594	1404	490	562	556	614	606	1697
Adults' (in-house)	3247	3185	2922	3010	2828	4468	2421	2523	2351	2087	2057	2877
<b>TOTAL USAGE (in-house)</b>	5364	5225	4643	4987	4422	5872	2911	3085	2907	2701	2663	4574
OverDrive (digital media)	1398	1455	1390	1273	1261	1221	1219	1072	1208	1155	1283	1144
Kanopy (digital streaming)	0	11	14	73	19	19	32	22	24	29	33	44
<b>TOTAL USAGE (digital)</b>	1398	1466	1404	1346	1280	1240	1251	1094	1232	1184	1316	1188
% childrens' (in-house)	0.39	0.39	0.37	0.40	0.36	0.24	0.17	0.18	0.19	0.23	0.23	0.37
% adults' (in-house)	0.61	0.61	0.63	0.60	0.64	0.76	0.83	0.82	0.81	0.77	0.77	0.63
<b>TOTAL MATERIALS ADDED</b>	244	143	141	121	87	86	115	91	91	206	61	177
in-house materials added	230	129	126	106	73	73	95	79	78	185	56	177
eAudio titles added	3	2	5	2	4	3	3	4	3	7	5	0
eBook titles added	11	12	10	13	10	10	17	8	10	14	0	0
Patron Count	5906	5730	5217	5835	4693	2638	0	0	0	0	0	2911
Swaps	264	214	200	225	145	1961	0	0	0	0	0	130
Website Users	838	995	697	813	789	685	684	816	790	907	1200	1200
Website Sessions	1442	1365	1261	1012	1009	1020	899	1035	1151	1138	1399	1887
Internet/computer usage	661	667	466	543	438	275	0	0	0	0	0	294
Wireless	1007	690	712	729	588	399	0	0	0	0	0	313
Ref Transactions	1264	1366	1020	1278	1135	583	0	0	0	0	0	574
Curbside Questions	61	62	50	51	54	27	0	0	113	101	141	125
Legal Kiosk	21	16	17	25	16	1	0	0	0	0	0	7
Curbside Pickups	81	55	74	62	74	200	122	172	353	420	505	218
Curbside Returns	68	49	77	63	63	51	62	138	265	310	533	203
Patrons	27	21	22	22	26	26	52	73	129	156	183	87
Ref/Audit/Comp/FABC	24	17	21	23	21	13	10	11	11	10	9	11
Train Raffle \$98.00						122						
Tales with Pebbles	0	0	3	8	8	0	0	0	0	0	0	13
Babytime	0	0	37	142	58	16	0	0	0	0	0	0
Story Time	0	0	29	159	64	27	0	0	0	0	0	0
Reading/Passive Programs	24	0	0	33	76	0	0	0	0	0	0	0
Youth Game Day	0	0	0	28	0	0	0	0	0	0	0	0
Holiday Parties	0	0	0	0	0	78	0	0	0	0	0	0
Teen Club/Teen Party	40	53	0	0	0	0	0	0	0	0	0	0



## Sales Report

Tue, Jul 1, 2025, 12:00 AM - Thu, Jul 31, 2025, 11:59 PM

Filters: none

### Net sales

**\$3,084.10**

from 807 orders

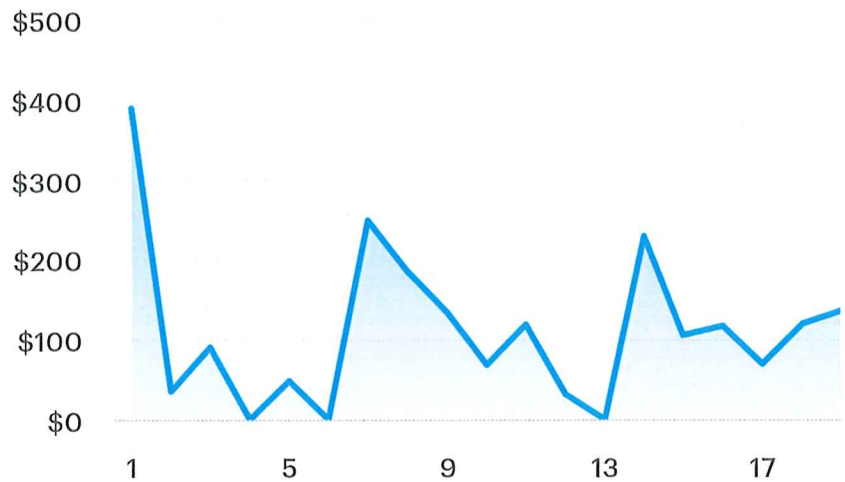
Amount  
collected

**\$3,087.79**

Gross sales

**\$3,094.90**

### Daily view



## Sales

View by

Daily sales ▼

	Total	Jul 1	Jul 2	Jul 3	Jul 4	Jul 5	Jul 6
Gross sales	\$3,094.90	\$388.80	\$35.30	\$90.30	\$0.00	\$48.30	\$0.00
Refunds	-\$10.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net sales	\$3,084.10	\$388.80	\$35.30	\$90.30	\$0.00	\$48.30	\$0.00
Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Surcharges	\$3.69	\$0.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Amount collected...	\$3,087.79	\$388.94	\$35.30	\$90.30	\$0.00	\$48.30	\$0.00

## Tender types

Tender	Total
Credit and debit cards	\$1,019.04
Cash	\$2,068.75
Amount collected	\$3,087.79



## Revenue Item Sales

Jul 1, 2025 12:00 AM - Jul 31, 2025 11:59 PM

Filters: Item Type = Revenue Items

⑪ Items assigned to multiple categories are reported in just one category (the one created first).

Gross Sales	Net Sales	% Net Sales	Avg Item Size	Net Sold
\$3,094.90	\$3,084.10	100%	\$0.72	4303

Name	Gross Sales	Net Sales	Sold	Refunded	Discounts	Refunds	% Net Sales
SERVICES							
Copies - Black & White	\$622.60	\$622.60	3113	0	\$0.00	\$0.00	20.19%
Notary	\$450.10	\$450.10	27	0	\$0.00	\$0.00	14.59%
Copies - Color	\$101.00	\$101.00	101	0	\$0.00	\$0.00	3.27%
Fax	\$101.00	\$101.00	101	0	\$0.00	\$0.00	3.27%
Scanning	\$11.90	\$11.90	119	0	\$0.00	\$0.00	0.39%
Total	\$1,286.60	\$1,286.60	3461	0	\$0.00	\$0.00	41.72%
FINES							
Late Fee	\$437.15	\$426.35	83	3	\$0.00	\$10.80	13.82%
Damage Books	\$86.00	\$86.00	2	0	\$0.00	\$0.00	2.79%
Lost Card	\$52.00	\$52.00	52	0	\$0.00	\$0.00	1.69%
Lost Books	\$27.00	\$27.00	1	0	\$0.00	\$0.00	0.88%
Misc Fee	\$3.00	\$3.00	6	0	\$0.00	\$0.00	0.10%
Total	\$605.15	\$594.35	144	3	\$0.00	\$10.80	19.27%
USED BOOKS							
\$1 Books	\$431.00	\$431.00	431	0	\$0.00	\$0.00	13.97%
Bundle \$2	\$78.00	\$78.00	39	0	\$0.00	\$0.00	2.53%
\$2 Books	\$34.00	\$34.00	17	0	\$0.00	\$0.00	1.10%
\$0.50 Books	\$25.50	\$25.50	51	0	\$0.00	\$0.00	0.83%



<b>Total</b>	<b>\$568.50</b>	<b>\$568.50</b>	<b>538</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>18.43%</b>
<b>DONATION</b>							
Donation	\$381.00	\$381.00	37	0	\$0.00	\$0.00	12.35%
<b>Total</b>	<b>\$381.00</b>	<b>\$381.00</b>	<b>37</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>12.35%</b>
<b>Uncategorized</b>							
Custom Item	\$39.00	\$39.00	39	0	\$0.00	\$0.00	1.26%
Custom Item	\$27.50	\$27.50	1	0	\$0.00	\$0.00	0.89%
Custom Item	\$19.00	\$19.00	1	0	\$0.00	\$0.00	0.62%
Custom Item	\$18.00	\$18.00	3	0	\$0.00	\$0.00	0.58%
Custom Item	\$17.00	\$17.00	1	0	\$0.00	\$0.00	0.55%
Custom Item	\$15.00	\$15.00	1	0	\$0.00	\$0.00	0.49%
Custom Item	\$15.00	\$15.00	3	0	\$0.00	\$0.00	0.49%
Custom Item	\$12.25	\$12.25	1	0	\$0.00	\$0.00	0.40%
Custom Item	\$12.00	\$12.00	4	0	\$0.00	\$0.00	0.39%
Custom Item	\$10.00	\$10.00	1	0	\$0.00	\$0.00	0.32%
Custom Item	\$8.00	\$8.00	2	0	\$0.00	\$0.00	0.26%
Custom Item	\$6.50	\$6.50	1	0	\$0.00	\$0.00	0.21%
Custom Item	\$5.25	\$5.25	1	0	\$0.00	\$0.00	0.17%
Custom Item	\$4.80	\$4.80	1	0	\$0.00	\$0.00	0.16%
Custom Item	\$4.00	\$4.00	2	0	\$0.00	\$0.00	0.13%
Custom Item	\$3.25	\$3.25	1	0	\$0.00	\$0.00	0.11%
Custom Item	\$2.00	\$2.00	20	0	\$0.00	\$0.00	0.06%
Custom Item	\$1.80	\$1.80	1	0	\$0.00	\$0.00	0.06%
Custom Item	\$1.80	\$1.80	3	0	\$0.00	\$0.00	0.06%
Custom Item	\$1.50	\$1.50	1	0	\$0.00	\$0.00	0.05%
Custom Item	\$1.50	\$1.50	3	0	\$0.00	\$0.00	0.05%
Custom Item	\$1.25	\$1.25	5	0	\$0.00	\$0.00	0.04%
Custom Item	\$0.90	\$0.90	1	0	\$0.00	\$0.00	0.03%
Custom Item	\$0.80	\$0.80	1	0	\$0.00	\$0.00	0.03%
Custom Item	\$0.75	\$0.75	1	0	\$0.00	\$0.00	0.02%
Custom Item	\$0.35	\$0.35	1	0	\$0.00	\$0.00	0.01%
Custom Item	\$0.30	\$0.30	1	0	\$0.00	\$0.00	0.01%

Custom Item	\$0.15	\$0.15	1	0	\$0.00	\$0.00	0.00%
<b>Total</b>	<b>\$229.65</b>	<b>\$229.65</b>	<b>102</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>7.45%</b>
<b>RAFFLE</b>							
Raffle Ticket	\$24.00	\$24.00	24	0	\$0.00	\$0.00	0.78%
<b>Total</b>	<b>\$24.00</b>	<b>\$24.00</b>	<b>24</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.78%</b>
<b>Total</b>	<b>\$3,094.90</b>	<b>\$3,084.10</b>	<b>4306</b>	<b>3</b>	<b>\$0.00</b>	<b>\$10.80</b>	<b>100.00%</b>

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T-Mobile Follow up

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From [REDACTED]

Date Thu 7/31/2025 3:16 PM

To Kimberly Thomas <director@pahrumplibrary.org>

Hi Kimberly,

It was nice speaking with you yesterday. I had our care team look at your account, and they confirmed you're still under Sprint. We will need to complete an agreement to transfer your account to T-Mobile. We can get you under the NASPO State contract and get you on current government pricing. Here are the details of the plan you're currently on.

You're on the **Business Unlimited Mobile Hotspot TE**. The plan is **\$55.00 per line per month**, and you're receiving a **\$35.00 per line Plan Discount** per billing cycle, in addition to the **\$5.00 Autopay discount**.

After all discounts and taxes/fees, the **total monthly cost comes out to approximately \$16.60 per line** for the 30 lines.

Below is our E-Rate alternative offering. The plan is \$15.17/month, and you receive a \$50 discount per line, which is applied at \$4.16/month. This brings your monthly charge to \$11.01/month. You can use your existing equipment or purchase new hotspots.

Please let me know if you have any questions.

	\$15.17 EmpowerED Plan (TI)	
	12-Month	24-Month
Franklin T10 (4G LTE)	\$45 + \$50 Sign On Service Credit*	\$45 + \$100 Sign On Service Credit*
Social Mobile H1 (5G)	\$84 + \$50 Sign On Service Credit*	\$84 + \$100 Sign On Service Credit*
Jextream RG2100 (5G)	\$198 + \$50 Sign On Service Credit*	\$198 + \$100 Sign On Service Credit*
BYOD	\$50 Sign On Service Credit*	\$100 Sign On Service Credit*

\*Sign on service credit applied as a monthly credit calculated as [sign on service credit]/term

Thanks!

[REDACTED]

**Account Manager**  
**Government Strategic Development Team**



Title	Barcode	Circulations
<b>HOTSPOT CHECKOUTS 01/01/2024 THROUGH 12/31/2024</b>		
WiFi Hotspot - \$20 CASH DEPOSIT REQUIRED	34010001447985	6
WiFi Hotspot - \$20 CASH DEPOSIT REQUIRED	34010001447993	5
WiFi Hotspot - \$20 CASH DEPOSIT REQUIRED	34010001448009	6
WiFi Hotspot - \$20 CASH DEPOSIT REQUIRED	34010001448017	2
WiFi Hotspot - \$20 CASH DEPOSIT REQUIRED	34010001448033	11
WiFi Hotspot - \$20 CASH DEPOSIT REQUIRED	34010001448041	2
WiFi Hotspot - \$20 CASH DEPOSIT REQUIRED	34010001448108	1
WiFi Hotspot - \$20 CASH DEPOSIT REQUIRED	34010001448116	3
WiFi Hotspot - \$20 CASH DEPOSIT REQUIRED	34010001448124	8
WiFi Hotspot - \$20 CASH DEPOSIT REQUIRED	34010001448140	4
WiFi Hotspot - \$20 CASH DEPOSIT REQUIRED	34010001448157	7
WiFi Hotspot - \$20 CASH DEPOSIT REQUIRED	34010001448165	11
WiFi Hotspot - \$20 CASH DEPOSIT REQUIRED	34010001448173	5
WiFi Hotspot - \$20 CASH DEPOSIT REQUIRED	34010001448181	3
WiFi Hotspot - \$20 CASH DEPOSIT REQUIRED	34010001448132	0
STUDENT HOTSPOT - CIPA FILTERED.	34010001448199	1
STUDENT HOTSPOT - CIPA FILTERED.	34010001448231	2
STUDENT HOTSPOT - CIPA FILTERED.	34010001500064	2
STUDENT HOTSPOT - CIPA FILTERED.	34010001500114	4
STUDENT HOTSPOT - CIPA FILTERED.	34010001500189	1
STUDENT HOTSPOT - CIPA FILTERED.	34010001500270	5
STUDENT HOTSPOT - CIPA FILTERED.	34010001500338	5
STUDENT HOTSPOT - CIPA FILTERED.	34010001500346	5
STUDENT HOTSPOT - CIPA FILTERED.	34010001500403	1
STUDENT HOTSPOT - CIPA FILTERED.	34010001500411	4
STUDENT HOTSPOT - CIPA FILTERED.	34010001448207	1
STUDENT HOTSPOT - CIPA FILTERED.	34010001448215	1
STUDENT HOTSPOT - CIPA FILTERED.	34010001500130	3
STUDENT HOTSPOT - CIPA FILTERED.	34010001448223	0
STUDENT HOTSPOT - CIPA FILTERED.	34010001500205	0

## **Current Lunch Break Policy**

### **Paid Lunch Break**

The Library gives each employee 30 (thirty) minutes for lunch while dining in the staff lunchroom. If, while at lunch in the staff lunchroom, an employee is needed to help a patron, his or her lunch will be interrupted to help that patron.

## **Lunch Break Policy**

Employees who work 6 or more hours in a workday are allowed an uninterrupted, unpaid lunch break of one hour (60 minutes). Generally, the lunch should be taken at or about mid-point of their workday, subject to operational needs. The lunch break should not be taken at the beginning or end of the employee's shift.

Employees scheduled for at least 4, but less than 6, hours in a work day are instead allowed a 15 minute paid break. This break should be taken at an appropriate time as approved by the employee's supervisor to ensure operations are not impacted.

Lunch breaks are intended as personal and rest time, and employees should refrain from completing work tasks during their lunch breaks. Skipping the lunch break, cutting the lunch break short, or working during the lunch break are not allowed without prior approval.

Failure to adhere to this lunch break policy, including not taking a lunch break, returning late from the break, or working during the lunch break without prior approval, may result in disciplinary action.





Kimberly Thomas  
Pahrump Community Library  
701 East St.  
Pahrump, NV

July 22, 2025  
Q250411-22

<u>Items</u>	<u>Annual Circulation</u>	<u>Previous ILS</u>	<u>Locations</u>
70,000	62,000	Destiny	1

Annual Subscription		Description	Amount
Apollo ILS/LSP		Hosted Service: Includes server capabilities and storage for all automation data, backups, upgrades, on-line training, customer service, and all current features except current and future extra cost options.	\$2,970
One-Time Migration		Description	Amount
Migration Fee		Fee to receive and import your data into Apollo. Including analysis, MARC format error correction, and one-on-one help for policy and options settings.	\$2,200
Optional Features		Description	Amount
Gabbie		Annual Subscription. Two-way texting with renewal capability. Unlimited number of SMS messages.	\$150
Syndetics Unbound Basic		Annual Subscription. Catalog enrichment on most titles. Some mix of full-color jacket images and summaries.	\$330
Syndetics Unbound Enhanced		Annual Subscription. Catalog Readers Advisory on most titles, with indexing to the library's own collection. Includes some mix of: You May Also Like, About the Author, Series, Professional Reviews, Reader Reviews, Also Available As, Tags, Book Profile, Reading Level and Awards. Syndetics Unbound Basic features are included with Syndetics Unbound Enhanced.	\$680
Events and Rooms		Annual Subscription. Schedule Events, Programs, and Room availabilities. Patrons can sign up online.	\$740
Auto-Calling		Per call. Auto-calling feature for patron notifications. No phone line or hardware needed.	\$0.10 per call

Thank you for your consideration of Biblionix and Apollo.



Terms:

- Data Ownership: Your data in Apollo belongs to your library. You can download all of it for free at any time. This might be for your own backup or to change systems. It IS your data.
- The total of the migration/setup fees, subscription fee, and optional fees (if applicable), is billable at the time you begin using Apollo. Your test and trial time are free.
- Payment terms are 30 days.
- This quotation is valid for 90 days.
- Cancellation: The library may cancel its subscription at any time by written notice. Biblionix may cancel the subscription with a 120-day written, certified mail notice to the library director. In either case, for the Apollo subscription (not for the optional items), a prorated refund will be made for any unused subscription term.
- Security: The library is solely responsible for the creation, security, and management of its passwords. Biblionix maintains practices to otherwise ensure the security and confidentiality of the library's data.
- Privacy: The library is the sole owner and user of its total data set. Biblionix manages the data solely for the library's own use and makes no other use of it. Biblionix may gather and report aggregate statistics across many libraries.
- <https://biblionix.com/terms>

## Apollo Integrated Library System Subscription Purchase Agreement

By clicking “I accept”, you execute this Subscription Purchase Agreement on behalf of your employer (“Customer”) and bind Customer to its terms. This Agreement is made by and between Customer and Biblionix, LLC, a Texas limited liability company with a principal place of business at 2025 Guadalupe Street, Suite 260, Austin, Texas 78705 and email address of info@biblionix.com (“Biblionix”).

### 1. Definitions.

**The Apollo ILS/LSP** — the cloud-based integrated library system and library services platform hosted by Biblionix that provides various services managing and manipulating Customer’s Data and, if Customer chooses to belong to a FlexShare Consortium, FlexShare Data, and including any Optional Items selected by Customer.

**Customer’s Data** — Other than FlexShare Data, all data and information that is stored or processed in or through The Apollo ILS/LSP by or on behalf of Customer or Customer’s Users, including but not limited to all bibliographic and other holding records related to Customer’s collections, Customer’s User Data, circulation records, and records regarding balances owed by Customer’s Users.

**Customer’s Users** — all users of Customer’s library other than FlexShare Users.

**Customer’s User Data** — any of Customer’s Data that identifies or could potentially identify any of Customer’s Users.

**Data Delivery Date** — the date upon which Customer agrees to deliver Customer’s Data to Biblionix per Section 3 below.

**FlexShare Consortium** — a group of libraries who choose to share certain data and information with each other through each library’s use of an Apollo cloud-based integrated library system and library services platform.

**FlexShare Data** — all data and information stored or processed in or through The Apollo ILS/LSP that was obtained from or through any FlexShare Library or FlexShare User or that is otherwise accessed by Customer, Customer’s Users, or FlexShare Users by virtue of Customer’s membership in a FlexShare Consortium.

**FlexShare Library** — each library other than Customer who is a member of the same FlexShare Consortium of which Customer is also a member.

**FlexShare Users** — all users of The Apollo ILS/LSP whose home library is a FlexShare Library.

**FlexShare User Data** — any data that identifies or could potentially identify a FlexShare User.

**Launch Date and Time** — the date and time upon which The Apollo ILS/LSP goes live and the first Subscription Period commences.

**Optional Items** — products provided by parties other than Biblionix that may be included with The Apollo ILS/LSP at the sole discretion of Customer.

**Quote** — the most recent valid price quote, or bid, provided by Biblionix to Customer in anticipation of entering into this Agreement.

**Renewal Date** — the first day of each Subscription Period.

**Subscription** — Customer’s subscription to The Apollo ILS/LSP, per the terms of this Agreement.

**Subscription Period** — each one-year period during which Customer maintains a Subscription.



## **Apollo Integrated Library System Subscription Purchase Agreement**

**Supporting Material** — all documentation regarding The Apollo ILS/LSP that may be provided to Customer by Biblionix, including but not limited to instructional materials.

### **2. Subscription Services; Supporting Material.**

- a. Subject to the terms of this Agreement and during the Subscription Periods, Biblionix shall provide Customer with access to and use of The Apollo ILS/LSP, including Customer's Data and, if Customer chooses to belong to a FlexShare Consortium, FlexShare Data, as maintained and accessed through the Apollo ILS/LSP; any standard upgrades/updates to The Apollo ILS/LSP; and reasonable amounts and levels of customer support and customer service.
- b. Although Biblionix has no obligation to monitor use of The Apollo ILS/LSP by Customer or Customer's Users, Biblionix may do so and may prohibit any use of The Apollo ILS/LSP it believes to be in violation of the terms of this Agreement.
- c. Customer may reproduce, publicly distribute, and publicly display Supporting Material, in any format or medium, only for the purpose of assisting Customer's Users, employees, and volunteers in using The Apollo ILS/LSP and may modify or alter Supporting Materials as reasonably necessary to engage in such activities.

### **3. Data Delivery Date; Launch Date and Time; Migration of Customer's Data.** This Section 3 does not apply for Customers who have gone live with The Apollo ILS/LSP containing Customer's Data prior to execution of this Agreement. Nor does it apply to customers who are automating their collection for the first time and thus have no migration.

- a. The parties shall work together to mutually agree upon a Data Delivery Date and a Launch Date and Time, which shall be documented in writing.
- b. Customer shall provide Biblionix with a current copy of Customer's Data (or a method for retrieving the data) no later than the Data Delivery Date, in the format and by the method specified by Biblionix. Doing so may require Customer to use third-party applications not owned or controlled by Biblionix; in such cases, Biblionix cannot and does not offer any guarantee regarding the performance of such applications or the security of Customer's Data as used with or by such applications.
- c. Should Customer fail to meet the Data Delivery Date, Biblionix reserves the right to require a new Launch Date and Time to be agreed upon by the parties in writing.
- d. Biblionix shall import Customer's Data into The Apollo ILS/LSP and shall notify Customer when The Apollo ILS/LSP containing Customer's Data is available. It is Biblionix's intent to complete these actions no later than the Launch Date and Time. However, Customer understands and accepts that unforeseen circumstances may arise that would prevent Biblionix from meeting the Launch Date and Time and agrees not to hold Biblionix liable for any such delay. In such case, Biblionix shall immediately notify Customer and shall make The Apollo ILS/LSP containing Customer's Data available as soon as reasonably possible.
- e. Customer acknowledges and agrees that Biblionix's ability to provide The Apollo ILS/LSP necessarily depends upon the accuracy, completeness, and quality of Customer's Data as provided to Biblionix and Biblionix's receipt of the same.

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### **4. Maintenance of Customer's Data.**

- a. During the Subscription Periods, Biblionix shall automatically save and store all modifications to Customer's Data made by Customer and Customer's Users through The Apollo ILS/LSP.
- b. Biblionix reserves the right to, at any time and without prior notification to Customer, remove from already uploaded or imported Customer's Data, or refuse to import, any Customer's Data containing personally identifying information that Biblionix, in its sole discretion, deems particularly vulnerable to misuse and unnecessary for the functioning of The Apollo ILS/LSP, including but not limited to credit card numbers and social security numbers.
- c. Biblionix shall create back-up copies of Customer's Data in a manner that adheres to or exceeds industry security standards, including encryption of all Customer's Data.
- d. At any time during the Subscription Periods, Customer may download Customer's Data through The Apollo ILS/LSP into a secure, compressed file, at no additional charge to Customer.

### **5. Fees.**

- a. Section 5.a does not apply for Customers who have gone live with The Apollo ILS/LSP containing Customer's Data prior to execution of this Agreement.
  - i. It is Customer's sole responsibility to ensure the validity of any quote upon which Customer wishes to rely in entering into this Subscription Purchase Agreement. Biblionix will, upon Customer's request, at any time provide Customer with a valid Quote.
  - ii. Other than fees for Optional Items owned by third parties, the Quote states Customer's total fees for each Subscription Period until the later of (1) three years after the Launch Date and Time or (2) Biblionix notifies Customer in writing that fees will increase.
- b. Other than fees for Optional Items owned by third parties, fees shall not increase more frequently than once every three (3) years.
- c. Biblionix shall provide Customer with written notice of any increase in any fees no less than sixty (60) days prior to the next Renewal Date.

### **6. Payment.**

- a. Biblionix shall invoice Customer for the total amount due for the first Subscription Period within fourteen (14) days of the Launch Date and Time.
- b. For each subsequent Subscription Period, Biblionix shall invoice Customer during or about the third week of the month preceding the Renewal Date.
- c. Customer shall pay Biblionix the full amount invoiced no later than thirty (30) days from the date of the invoice. Payments that are received by Biblionix more than sixty (60) days past the due date shall be subject to a penalty fee equal to the lesser of 18% per annum or the maximum rate allowed by law.
- d. If payment is not made within sixty (60) days of the due date, Biblionix may, at its sole discretion, (i) suspend Customer's access to and use of The Apollo ILS/LSP or certain



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features thereof until payment has been received in full or (ii) immediately terminate this Agreement. In case of such suspension or termination, Customer shall remain liable for all outstanding fees, including penalties.

### **7. Subscriptions to Optional Items.**

- a. Customer may subscribe to Optional Items at any time. Subscription periods of Optional Items shall correspond to the applicable Subscription Period. If Customer subscribes to an Optional Item after a Subscription Period has commenced, the fee for that item shall be pro-rated accordingly.
- b. Customer may terminate Optional Items at any time without terminating its Subscription. Unless the third-party owner of a terminated Optional Item does not provide for refunds, Biblionix shall timely refund to Customer fees already paid for the terminated Optional Item(s) in a pro-rated amount equivalent to the days remaining in the Subscription Period.

### **8. Subscription Period; Renewal.**

- a. The first Subscription Period shall begin on the Launch Date and Time and, unless this Agreement is terminated by either party as provided herein, shall automatically renew for successive one-year Subscription Periods unless and until Customer notifies Biblionix in writing of its intent to not renew at least seven (7) days prior to the next Renewal Date.
- b. For the sake of clarity, if a Trial Subscription Agreement between Customer and Biblionix is in effect as of the execution of this Agreement, those terms shall continue to govern Customer's use of the trial subscription until terminated under the terms of that agreement.

### **9. Term and Termination.**

- a. Customer may terminate this Agreement at any time, for any or no reason, by providing a minimum of seven (7) days' written notice to Biblionix.
- b. Biblionix may terminate this Agreement under Section 6.d above or at any time, for any or no reason, by providing Customer with 120 days' written notice.

### **10. Effect of Termination.** Upon termination of this Agreement by either party for any reason, including for lack of payment under Section 6.d above, unless the parties agree in writing otherwise:

- a. As of the effective date of the termination, Customer shall no longer have access to or the right to use The Apollo ILS/LSP.
- b. Biblionix shall timely refund to Customer fees already paid in a pro-rated amount equivalent to the number of days remaining in the Subscription Period, except for fees paid for Optional Items for which third-party owners do not provide refunds for early termination.
- c. If Customer owes any outstanding debt to Biblionix for services provided up to the effective date of termination, Customer shall remain liable to Biblionix for the outstanding amount and any associated penalties and other fees.
- d. Unless otherwise instructed by Customer, Biblionix shall timely delete or otherwise destroy all Customer's Data in its possession or under its control.

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11. **Intellectual Property Ownership and Usage.** Customer acknowledges and agrees that:
- Biblionix and/or its licensors own all legal rights and interests, including but not limited to patent rights and copyrights, in and to The Apollo ILS/LSP (including the Optional Items) and the Supporting Material.
  - Biblionix is the sole owner of the trademarks and tradenames APOLLO, ARTEMIS, BIBLIONIX, FLEXSHARE, GABBIE, POWER TO PUBLICS, VERSACARD, VERSACAT, and RESERVE EXPRESS.
  - Unless Customer has obtained prior written agreement from Biblionix, Customer may use the Biblionix trademarks and tradenames only in a nominative manner to refer to the goods and services provided by Biblionix under those trademarks and tradenames.
12. **Additional Customer Responsibilities.** Customer acknowledges and agrees that it is solely responsible for:
- Providing Biblionix with complete and accurate Customer's Data and, upon request, with corrected or updated copies of Customer's Data sufficient for Biblionix to correct, repair, or replace any Customer's Data that is incorrect or that becomes damaged, lost, or destroyed.
  - Providing, maintaining, and ensuring the security of all technology, equipment, hardware, software, and third-party services (such as Internet access) not under the control of Biblionix that are required for use of The Apollo ILS/LSP by Customer and Customer's Users.
  - Maintaining the security of all passwords employed in conjunction with the use of The Apollo ILS/LSP by Customer, Customer's Users, or FlexShare Users.
  - Any activities that occur through the use of such passwords.
13. **Use and Security of Data.**
- Collecting Data.**
    - Biblionix shall not, in connection with use of The Apollo ILS/LSP by Customer or Customer's Users, directly collect any data about any individual other than as contained in Customer's User Data, including any updates, additions, or other modifications made directly by Customer and Customer's Users.
    - Biblionix shall not, in connection with use of The Apollo ILS/LSP by any FlexShare Library or FlexShare Users, directly collect any data about any individual other than as contained in FlexShare User Data, including any updates, additions, or other modifications made directly by a FlexShare Library or FlexShare Users.
  - Use and Sharing of User Data.**
    - If Customer has chosen to join a FlexShare Consortium, Biblionix may disclose and use Customer's Data and Customer's User Data to the extent necessary to facilitate and provide the FlexShare Consortium as directed by Customer.
    - Biblionix may use Customer's User Data and FlexShare User Data to create and share aggregate statistics across multiple libraries. In such cases, Biblionix shall, at the minimum, abide by generally accepted industry standards in protecting such data.
    - Biblionix shall not otherwise use or disclose, or allow anyone else to access, use, or



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disclose, Customer's User Data or FlexShare User Data in any way other than as necessary to facilitate and provide the Apollo ILS/LSP.

- iv. Notwithstanding the foregoing, Biblionix may disclose Customer's User Data and FlexShare User Data as required by applicable law or by proper legal or governmental authority. Biblionix shall give Customer prompt notice of any such legal or governmental demand and shall reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

**c. Data Security.**

- i. Biblionix shall store Customer's User Data and FlexShare User Data only on physical servers which are exclusively dedicated to Biblionix and not shared with any other party, and on physical backup media in the possession of Biblionix.
- ii. Biblionix shall, at the minimum, abide by generally accepted industry standards in protecting Customer's User Data and FlexShare User Data, including but not limited to encrypting all Customer's User Data and FlexShare User Data, both in storage and in transit, and exercising commercially reasonable efforts to prevent unauthorized exposure or disclosure of Customer's User Data and FlexShare User Data.
- iii. Notwithstanding the foregoing, Customer understands and acknowledges that Biblionix cannot guarantee the absolute security of Customer's User Data, FlexShare User Data, or any other Customer's Data or FlexShare Data.

- d. Data Collected by Optional Items.** Customer acknowledges and understands that Optional Items are owned and controlled, either in part or in whole, by parties other than Biblionix and that Biblionix has no control over the collection or processing of Customer's Data or FlexShare Data by or through those Optional Items. Biblionix strongly encourages Customer to investigate the privacy policies of Optional Items before selecting them for inclusion in The Apollo ILS/LSP.

- e. Biblionix User Privacy Policy.** Customer acknowledges that it has read and understands the Biblionix User Privacy Policy or will do so in a timely manner and agrees to direct Customer's Users and FlexShare Users to such policy as appropriate. The Privacy Policy can be accessed in The Apollo ILS/LSP via the public catalog and the Help pop-up; and also can be found here: [Biblionix User Privacy Policy](#)

- f. Customer Privacy Policy.** If Customer has not already done so, Biblionix strongly encourages Customer to develop and implement strong privacy policies and practices protecting the privacy of Customer's Users and FlexShare Users and abiding by standards set by the [American Library Association](#) and the [Children's Online Privacy Protection Act](#).

- g. Customer's User Data About Children Under the Age of 13.** Biblionix encourages Customer to abide by the [Children's Online Privacy Protection Act](#) even if not required to do so, including the following:

- i. Ensure that Customer's User Data and FlexShare User Data about children under the age of 13 is obtained only with the prior knowledge and consent of a parent or authorized guardian.
- ii. Allow the parent or authorized guardian of a child under the age of 13 the ability to access, modify, or delete records containing Customer's User Data or FlexShare User

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Data about such child.

- iii. Upon the request of a parent or authorized guardian of a child under the age of 13, modify or delete Customer's User Data or FlexShare User Data about the child.

**14. Biblionix Representations and Warranties.** Biblionix represents and warrants that it:

- a. Possesses the legal rights and authority necessary to enter into this Agreement;
- b. Will exercise commercially reasonable efforts and follow industry standards in providing access to and use of The Apollo ILS/LSP on a continuous, 24/7 basis, except for scheduled maintenance; ensuring that The Apollo ILS/LSP is free of viruses and other harmful software; maintaining The Apollo ILS/LSP; promptly correcting any failure of The Apollo ILS/LSP; and providing support services; and
- c. Will abide by, at the minimum, generally accepted industry standards in protecting Customer's Data and FlexShare Data, including but not limited to encrypting all such data, both in storage and in transit, and exercising commercially reasonable efforts to prevent unauthorized exposure or disclosure of Customer's Data and FlexShare Data.

**15. Third-Party Goods and Services; Disclaimer.**

- a. Optional Items are owned and controlled, either in part or in whole, by parties other than Biblionix.
- b. Biblionix may provide Customer with information about other goods and/or services owned by third parties in which Biblionix thinks Customer may be interested. Biblionix does so purely for Customers' convenience, and these actions should not be construed as recommendations, endorsements, or approval of such goods or services.
- c. CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING BIBLIONIX'S REPRESENTATIONS AND WARRANTIES IN SECTION 14 14 ABOVE, BIBLIONIX HAS NO CONTROL OVER THE OPTIONAL ITEMS THEMSELVES OR ANY OTHER THIRD-PARTY GOODS OR SERVICES, WHETHER OR NOT INTEGRATED INTO THE APOLLO ILS/LSP, AND CANNOT AND DOES NOT OFFER ANY GUARANTEE REGARDING THEIR APPLICABILITY TO CUSTOMER'S NEEDS, THEIR PERFORMANCE, OR ANY OTHER ASPECT OF SUCH GOODS AND SERVICES.

**16. Customer Representations and Warranties.** Customer represents and warrants that it:

- a. Possesses the legal rights and authority necessary to enter into this Agreement;
- b. Will abide by the terms of all agreements required by the licensors of all Optional Items selected by Customer.
- c. Will provide the same level of protection and security to FlexShare Data and FlexShare User Data that it provides to Customer's Data and Customer's User Data.
- d. Will not engage in, or assist others in engaging in:
  - i. any action that infringes the rights of Biblionix or its licensors in The Apollo ILS/LSP or the Supporting Material, including but not limited to copying, modifying, creating derivatives of, or distributing the same to the public, other than as allowed by this



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Agreement;

- ii. reverse engineering or in any way attempting to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms of The Apollo ILS/LSP;
- iii. using any device, software, or routine that interferes with or attempts to interfere with the proper working of The Apollo ILS/LSP; or
- iv. doing anything that could disable, overburden, or impair the proper functioning of The Apollo ILS/LSP.

17. **Controlling Agreement.** In the case of any conflict between the terms of this Agreement and any statement in a Quote, the terms of this Agreement shall be deemed to control.

18. **DISCLAIMERS; LIMITATION ON LIABILITY.**

- a. ALTHOUGH BIBLIONIX DOES NOT ANTICIPATE THAT CUSTOMER WILL ENCOUNTER ANY PROBLEMS USING THE APOLLO ILS/LSP, BIBLIONIX MAKES NO SPECIFIC PROMISES OR WARRANTIES, EITHER IMPLIED OR EXPRESS, REGARDING THE APOLLO ILS/LSP, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- b. BIBLIONIX'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER DURING THE CALENDAR YEAR IN WHICH THE EVENT GIVING RISE TO LIABILITY OCCURS. APPLICATION OF THIS LIMITATION EXPRESSLY INCLUDES (I) LIABILITY FOR NEGLIGENCE; (II) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (III) EVEN IF BIBLIONIX IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (IV) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL BIBLIONIX BE OTHERWISE LIABLE TO CUSTOMER OR ANY OF CUSTOMER'S USERS FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- c. UNDER NO CIRCUMSTANCES SHALL BIBLIONIX BE LIABLE TO CUSTOMER, ANY OF CUSTOMER'S USERS, OR ANY FLEXSHARE USER FOR ANY FAILURE, DELAY, OR INTERRUPTION OF THE APOLLO ILS/LSP, OR ANY OTHER DISRUPTION IN THE ABILITY OF CUSTOMER, CUSTOMER'S USERS, A FLEXSHARE LIBRARY, OR FLEXSHARE USERS TO USE THE APOLLO ILS/LSP, THAT RESULT FROM A CAUSE BEYOND THE REASONABLE CONTROL OF BIBLIONIX.

19. **Notices and Required Writings.** All notices, agreements, and documentations required to be in writing under the terms of this Agreement shall be provided by email, U.S.P.S. Return Receipt Requested, or any private courier service with signature required to Biblionix at the address

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provided above and to Customer at the address it provides to Biblionix upon entering into this Agreement, or to any other address agreed upon by the parties. Email shall be deemed to have been received upon the recipient's acknowledgement of receipt.

20. **Force Majeure.** Neither party shall be considered in breach of this Agreement or in any way liable to the other party should it reasonably be prevented by an event that is beyond the reasonable control of either party from complying with any of its responsibilities or obligations under this Agreement, other than payment.
21. **Assignment.** Biblionix may assign or subcontract this Agreement in whole or in part; in such case, Biblionix shall provide written notice to Customer in a timely manner. Customer shall not assign this Agreement or any rights under it without Biblionix's prior written consent.
22. **Miscellanea.**
  - a. This Agreement constitutes the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or proposals of the parties relating to the matter of this Agreement.
  - b. Any provision of this Agreement that may be deemed invalid or unenforceable shall in no way invalidate or render unenforceable the remainder of this Agreement, which shall remain in full force and effect.
  - c. The failure or delay of a party at any time to enforce performance of this Agreement shall not be construed as a waiver of the right of such party to enforce performance of this Agreement at any subsequent time.
  - d. No amendment to or waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties.
  - e. For purposes of this Agreement, the singular shall include the plural and vice versa.
  - f. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.