

**Pahrump Community Library**  
**Minutes of the September 8, 2025 Meeting**

**1. Call to Order**

Meeting called to order at 10:02 a.m.

**2. Members Roll Call**

In Attendance: Secretary Kelly Green, Trustee Dee Mounts, Trustee Mathew Morris, Vice-Chair Michael Runion, Chair John Shewalter (Via Zoom), Director Kimberly Thomas, Assistant Director Shanna Gibbons, and Michelle Nelson from the District Attorney's Office.

Vice-Chair Runion conducted the meeting due to Chair Shewalter attending via Zoom.

**3. Pledge of Allegiance**

The Pledge of Allegiance was led Dave Ochenreider.

**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.)**

Vice-Chair Runion opens public comment.

Helen Schneider – She states that in last month's meeting, the item of the hotspots was discussed. She mentions she didn't like the fact that someone said they would tell their adult daughter what to do with the hotspots. If she lived 5 miles away, that would be none of anyone's business, same as it is no one's business what she would look up or use it for, such as artwork. She adds that she was watching public television, and she got a pop-up that the show was for a mature audience, and decides she was mature enough to watch it. After watching a few episodes, she finds out that what she is watching may be reported to the government and that it is the Byron Film Festival out of Zurich, Germany, and could be controversial, but she watched it anyway because she has relatives from there.

There are no more public 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 – She states she is sorry for not being able to attend last month's meeting. She clarifies that last month's statistic numbers for Overdrive were correct, and that both June and July had the same number of usages.

Trustee Green – She states that she would like the board to consider getting hotspots at least for the Children's Department. Funding has been cut in the last week for hotspots on the school buses. The teens who play sports have away games with hours of travel time, and they use those hotspots to do homework. She adds she would like to see the hotspots back in the Youth Department so the kids can do homework.

Trustee Mounts – She states that there is a correction on the Tales with Pebbles article that was in the paper. She states that she did not start the program, but she and two of her dogs were part of the reading program. She adds that there has been a lot of positive feedback on the article, and she is happy.

Trustee Morris – No comment.

Vice-Chair Runion – No comment.

Michelle Nelson – No comment.

Assistant Director Gibbons – No comment.

Chair Shewalter – He thanks Director Thomas for the invitation to the 5-Year Plan Workshop, and he found it to be very good. He complimented the gentleman who was hosting and stated that he thinks he will do an excellent job alongside Director Thomas to get us back in compliance. He states that regarding the hotspots, he tried to negotiate with Trustee Green, and they could not come to an agreement on restricting the adults' access to inappropriate websites. If that were able to happen, then the measure would have had a 2-2 vote, the measure would have failed, and we would still have hotspots. The measure passed, and the hotspots are gone.

There are no other board comments.

**6. Approval of September 8, 2025 Agenda (Non-action item)**

Item 7 is struck as there are no emergency items.

Without objection, the September 8, 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 August 11, 2025.**

Chair Shewalter made a motion regarding meeting minutes for August 11, 2025.

Trustee Mounts seconds.

Michelle Nelson clarifies that the motion needs to be approve or amend and approve.

Chair Shewalter made a motion to approve the meeting minutes for August 11, 2025.

Trustee Mounts seconds.

Vice-Chair Runion opens public comment.

Caroline Logue – She states that in the minutes, there are violations of the First Amendment of the Constitution. She states that Chair Shewalter put the hotspot item on the agenda and that the Director has responsibility for the services. She states that the disagreement was because adults were using them, and there should be no discrimination against the adults. They are the ones who pay the taxes and provide the services and opportunities for the children, and to restrict adults is unconstitutional. The agenda item should be revisited, and it should be looked at for constitutional rights. She strongly feels that if we don't want a class action lawsuit, which will cost more, we should reconsider.

Michelle Nelson – She asks Caroline Logue to spell her name for the record.

Caroline Logue – She complies.

Public comment is closed.

Trustee Green – No comment.

Trustee Mounts – No comment.

Trustee Morris – He asks if he needs to vote if he was absent.

Michelle Nelson – She clarifies that if Trustee Morris has not listened to the audio transcript, then he should abstain from voting on the item.

Vice-Chair Runion – No comment.

Vice-Chair Runion calls the question to approve the meeting minutes for August 11, 2025.

Trustee Green – She states “aye.”

Trustee Mounts – She states “aye.”

Trustee Morris – He abstains from the vote.

Vice-Chair Runion – He states “aye.”

Vice-Chair Runion – He states that he forgot to ask Chair Shewalter if he had any comments.

Chair Shewalter has trouble with his audio.

Vice-Chair Runion – He states that we are voting on item 8.

Michelle Nelson – She clarifies that this is just to approve the minutes.

Chair Shewalter – He states “aye.”

The measure passes 4-1 with one abstention.

Chair Shewalter asks what the abstention is.

Vice-Chair Runion – He clarifies that it is because Trustee Morris was absent from the last meeting.

**9. Presentation: Treasurer’s Report by Kim Thomas for discussion of monthly expenditures and revenue for August 2025 through September 2025.**

Director Thomas reviewed the monthly expenditures and revenue for August 2025, along with the General Fund Voucher, Credit Card Breakdown, and Petty Cash Reimbursements.

Vice-Chair Runion – Closes item 9.

Chair Shewalter – He asks if we can reopen item 9.

Michelle Nelson - She states that item 9 has to be formally reopened.

Vice-Chair Runion – He reopens item 9.

Chair Shewalter - He asks Director Thomas to break down the General Fund Biblionix \$5995.00 charge.

Director Thomas – She states that the \$5995.00 includes a one-time migration fee of \$2,200.00, \$2,970.00 annual subscription for September 3, 2025, through September 2, 2026. There is a \$680.00 enhancement to the catalog that provides readers with additional features such as reader’s advisory content, reviews, summaries, cover images, and what else they might like. GABBIE is texting with a patron service that is \$145.00. Next time, the \$2,200.00 migration fee will not apply.

Chair Shewalter – He asks if it is fair that the \$27,000 we approved for the new ILS system cost us less than \$6,000.00.

Director Thomas – She states “yes.”

Trustee Mounts – No comment.

Trustee Green – No comment.

Trustee Morris – No comment.

Vice-Chair Runion – No additional comments.

**10. Discussion and deliberation to approve or amend and approve payment vouchers for August 2025 through September 2025.**

Vice-Chair Runion opens Public Comment.

Vice-Chair Runion clarifies that this is for the vouchers that Director Thomas has already covered in item 9, pages 26 and 27.

There are no public comments.

There are no comments from the board.

Chair Shewalter made a motion to approve the payment vouchers for August 2025 through September 2025.

Trustee Green seconds.

Vice-Chair Runion calls the question.

Chair Shewalter – He states that he will be in the following day to sign the vouchers.

The measure passes 5-0.

**11. Presentation: Librarian's Report by Kim Thomas for discussion on library activity for August 2025 through September 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 from her Librarian Report as follows:

Staff updates:

Joanie's last day was August 16th. We have a new full-time employee, Alexandria, who started September 4th. She has completed the POOL PACT HR compliance trainings and is working on Cybersecurity trainings and the ABLE Alternative Basic Library Education training series. Kraven has given her some hands-on training at the reference desk, and she will be working with Kit, our Reference Specialist (Department Head), to learn Reference. Julie, our Youth Services Specialist (Department Head), has been working on professional development with the goal of certification. She has completed WebJunction courses on working with patrons on the autism spectrum, helping young readers choose books, leadership in learning, and story times.

Project Updates:

5 Year Plan – There is a workshop Sunday 9/7/25 and a second one will be scheduled for October. The online survey closes 9/19/25 at 11:45 pm. The survey link is posted on our website and Facebook. I have hard copies of the survey available for anyone interested in taking one. Staff have also been handing out the hard copy surveys at the service desk.

Hours – The new hours of operation as voted on by the board started on 9/2/25. We are open Monday-Friday 9-6, Saturday 10-5, closed Sunday.

Lunch Break – The new lunch break policy is in place. Staff get a 1-hour unpaid lunch, unless scheduled only 4-6 hours, in which case they get a 15-minute paid break.

New ILS – Apollo Biblionix launched on 9/3/25.

Website Refresh – The professionally redone website launched on 9/3/25.

Door access control – The access control system is installed and working. Desert Wire, who installed the system, is referring me to the door contractor they work with, who can adjust the door itself.

Counters and cabinets – SME Cabinetry has satisfactorily replaced the meeting room counters. We got the meeting room sinks reinstalled, and the plumber waived the charge for that.

Teen Zone - The furniture has arrived for the Teen Zone. We are still getting it set up and doing finishing touches and have ordered a professional sign for the area.

Self-Check – Apollo allows for self-check stations by putting the system into self-check kiosk mode. All that is needed is a computer, scanner, and receipt printer. I ordered 2 computers, 2 scanners, and a receipt printer, and we are getting those set up.

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

Michele Nelson - She states that there could be board discussion, and no public comment.

Vice-Chair Runion - He open board discussion.

Trustee Green – No Comment.

Trustee Mounts – She clarifies that numbers (Tales with Pebbles) are lower because school is back in session, and now they are having homeschool people. She adds they are working on the availability hours so the program can grow.

Trustee Morris – He states he notices the August numbers are down across the board, and if that is typical.

Director Thomas – She states that the kids are back in school and that the Summer Reading Program brings more people in.

Vice-Chair Runion – He states that it was an excellent report.

Chair Shewalter – He states he is glad training is happening, and that Julie is working on her requirements for her Department Head Agreement. The policies that were approved by the board are being implemented, and he is looking forward to the 5-Year Plan. He is pleased with the new website and Biblionix being launched, and the cabinets finally being done. He asks Director Thomas to explain the self-check system that she spoke about. He explained that it is within her financial approval authority limit.

Director Thomas – She states the setup has to do with the computers, Chris (Marini), and Biblionix, where they need to configure the receipt setup. She adds that the self-check stations were inexpensive to do through Biblionix, where patrons can check themselves out, renew, and just go. Biblionix uses a monitor, a scanner, a computer, and a receipt printer, whereas other self-check systems can cost thousands. She explains that this is the same concept as in the grocery store, where you can scan your own items.

Chair Shewalter – He states that we are moving into the future, and he loves the idea.

**12. Discussion and deliberation to approve or reject 1) a director cell phone for library use and 2) to authorize the Director to sign an agreement for a Director cell phone.**

Vice-Chair Runion opens public comment.

Ann Underdahl – She agrees that a cell phone is a good idea to keep library information separate from personal information, as well as an aide to keeping things organized.

Public comment is closed.

Trustee Green – She agrees Director Thomas needs her own phone.

Trustee Mounts – No comment.

Trustee Morris – No comment.

Chair Shewalter – He thinks it is appropriate for Director Thomas to have a library cell phone, and that using her personal cell phone subjects her personal cell phone to be scrutinized if there were communications that were supposed to be strictly work-related.

Vice-Chair Runion – He agrees with Chair Shewalter’s comments.

Trustee Mounts makes a motion to approve a director’s cell phone for library use and to authorize the Director Thomas to sign an agreement for a director’s cell phone.

Trustee Green seconds.

Vice-Chair Runion calls the question.

The measure passes 5-0.

**13. 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).**

Trustee Green – She addressed the comment made earlier about the way she voted on the hotspots. She states that she voted the way she did so that she would not infringe on the adults’ First Amendment rights to access information without government interference. She adds that she cannot support a potential policy that would violate the First Amendment, and could open our library up to possible lawsuits. She states that part of the trustee training says that it is the trustee’s duty to protect the First Amendment rights of all of our patrons, that they access the information freely without government interference. She adds that adding filters to the adult hotspots might not have been appropriate because it was not written into the agenda item.

Trustee Mounts – No comment.

Trustee Morris – No comment.

Chair Shewalter – He states the hotspots are the hot topic and refers to Caroline Logues' comment that we are taking away from the adults, and nothing could be further from the truth. He states he tried to negotiate keeping them, and that didn't work. He adds the issue was not adults, but what they would be used for. On the First Amendment comments, there are reasonable restrictions placed on the 1<sup>st</sup> Amendment. You cannot scream "fire" in a movie theatre, or encourage someone to jump off a building. He believes that the restriction of blocking pornographic material from being viewed is an appropriate request. He adds that the agenda item was reviewed by legal, and if there was a First Amendment issue that it would have been brought to his attention.

Vice-Chair Runion – No comment.

Director Thomas – She thanked everyone for coming and encourages everyone to check out the new website and catalog. She states that if you search the website box, it will automatically bring up the result in the catalog. She encouraged anyone who has kids, grandkids, or knows homeschoolers to sign up for the Tales with Pebbles Program.

Michelle Nelson – No comment.

Chair Shewalter – He states well done to Vice-Chair Runion for running the meeting.

#### **14. Adjournment**

The meeting is adjourned at 10:52 a.m.



## Revenue Item Sales

Sep 1, 2025 12:00 AM - Sep 30, 2025 11:59 PM

Filters: Item Type = Revenue Items

① 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      |               |               |
|------------------------------------------|-------------------|-------------------|-------------|---------------|---------------|---------------|---------------|
|                                          | \$3,609.40        | \$3,600.40        | 100.00%     | \$0.61        | 5917          |               |               |
| Name                                     | Gross Sales       | Net Sales         | Sold        | Refunded      | Discounts     | Refunds       | % Net Sales   |
| <b>SERVICES</b>                          |                   |                   |             |               |               |               |               |
| Copies - Black & White                   | \$826.60          | \$817.60          | 4133        | 45            | \$0.00        | \$9.00        | 22.71%        |
| Notary                                   | \$450.00          | \$450.00          | 28          | 0             | \$0.00        | \$0.00        | 12.50%        |
| Copies - Color                           | \$308.00          | \$308.00          | 308         | 0             | \$0.00        | \$0.00        | 8.55%         |
| Fax                                      | \$150.00          | \$150.00          | 150         | 0             | \$0.00        | \$0.00        | 4.17%         |
| 1 Hour Internet Use<br>- No Library Card | \$20.00           | \$20.00           | 20          | 0             | \$0.00        | \$0.00        | 0.56%         |
| Scanning                                 | \$18.60           | \$18.60           | 180         | 0             | \$0.00        | \$0.00        | 0.52%         |
| <b>Total</b>                             | <b>\$1,773.20</b> | <b>\$1,764.20</b> | <b>4819</b> | <b>45</b>     | <b>\$0.00</b> | <b>\$9.00</b> | <b>49.00%</b> |
| <b>FINES</b>                             |                   |                   |             |               |               |               |               |
| Late Fee                                 | \$546.95          | \$546.95          | 119         | 0             | \$0.00        | \$0.00        | 15.19%        |
| Lost Books                               | \$137.50          | \$137.50          | 6           | 0             | \$0.00        | \$0.00        | 3.82%         |
| Damage Books                             | \$108.00          | \$108.00          | 7           | 0             | \$0.00        | \$0.00        | 3.00%         |
| Lost Card                                | \$54.00           | \$54.00           | 54          | 0             | \$0.00        | \$0.00        | 1.50%         |
| <b>Total</b>                             | <b>\$846.45</b>   | <b>\$846.45</b>   | <b>186</b>  | <b>0</b>      | <b>\$0.00</b> | <b>\$0.00</b> | <b>23.51%</b> |
| <b>USED BOOKS</b>                        |                   |                   |             |               |               |               |               |
| \$1 Books                                | \$317.00          | \$317.00          | 317         | 0             | \$0.00        | \$0.00        | 8.80%         |
| \$1.50 Books                             | \$190.50          | \$190.50          | 127         | 0             | \$0.00        | \$0.00        | 5.29%         |
| \$2 Books                                | \$80.00           | \$80.00           | 40          | 0             | \$0.00        | \$0.00        | 2.22%         |
| \$0.50 Books                             | \$47.00           | \$47.00           | 94          | 0             | \$0.00        | \$0.00        | 1.31%         |
| Bundle \$2                               | \$32.00           | \$32.00           | 16          | 0             | \$0.00        | \$0.00        | 0.89%         |
| Audio books                              | \$12.00           | \$12.00           | 4           | 0             | \$0.00        | \$0.00        | 0.33%         |
| Greeting Cards                           | \$10.00           | \$10.00           | 100         | 0             | \$0.00        | \$0.00        | 0.28%         |
| Music CD                                 | \$9.00            | \$9.00            | 18          | 0             | \$0.00        | \$0.00        | 0.25%         |
| \$0.75 Books                             | \$0.75            | \$0.75            | 1           | 0             | \$0.00        | \$0.00        | 0.02%         |
| <b>Total</b>                             | <b>\$698.25</b>   | <b>\$698.25</b>   | <b>717</b>  | <b>0</b>      | <b>\$0.00</b> | <b>\$0.00</b> | <b>19.39%</b> |
| <b>BOOKTIQUE</b>                         |                   |                   |             |               |               |               |               |
| Movies                                   | \$106.00          | \$106.00          | 106         | 0             | \$0.00        | \$0.00        | 2.94%         |

Item 9

13

|                      |                   |                   |             |           |               |               |                |
|----------------------|-------------------|-------------------|-------------|-----------|---------------|---------------|----------------|
| Puzzles              | \$46.00           | \$46.00           | 46          | 0         | \$0.00        | \$0.00        | 1.28%          |
| \$0.25 Books         | \$4.50            | \$4.50            | 18          | 0         | \$0.00        | \$0.00        | 0.12%          |
| <b>Total</b>         | <b>\$156.50</b>   | <b>\$156.50</b>   | <b>170</b>  | <b>0</b>  | <b>\$0.00</b> | <b>\$0.00</b> | <b>4.35%</b>   |
| <b>DONATION</b>      |                   |                   |             |           |               |               |                |
| Donation             | \$105.40          | \$105.40          | 53          | 0         | \$0.00        | \$0.00        | 2.93%          |
| <b>Total</b>         | <b>\$105.40</b>   | <b>\$105.40</b>   | <b>53</b>   | <b>0</b>  | <b>\$0.00</b> | <b>\$0.00</b> | <b>2.93%</b>   |
| <b>Uncategorized</b> |                   |                   |             |           |               |               |                |
| Custom Item          | \$10.00           | \$10.00           | 1           | 0         | \$0.00        | \$0.00        | 0.28%          |
| Custom Item          | \$8.00            | \$8.00            | 4           | 0         | \$0.00        | \$0.00        | 0.22%          |
| Custom Item          | \$4.00            | \$4.00            | 4           | 0         | \$0.00        | \$0.00        | 0.11%          |
| Custom Item          | \$1.35            | \$1.35            | 1           | 0         | \$0.00        | \$0.00        | 0.04%          |
| Custom Item          | \$0.25            | \$0.25            | 1           | 0         | \$0.00        | \$0.00        | 0.01%          |
| <b>Total</b>         | <b>\$23.60</b>    | <b>\$23.60</b>    | <b>11</b>   | <b>0</b>  | <b>\$0.00</b> | <b>\$0.00</b> | <b>0.66%</b>   |
| <b>RAFFLE</b>        |                   |                   |             |           |               |               |                |
| Raffle Ticket        | \$6.00            | \$6.00            | 6           | 0         | \$0.00        | \$0.00        | 0.17%          |
| <b>Total</b>         | <b>\$6.00</b>     | <b>\$6.00</b>     | <b>6</b>    | <b>0</b>  | <b>\$0.00</b> | <b>\$0.00</b> | <b>0.17%</b>   |
| <b>Total</b>         | <b>\$3,609.40</b> | <b>\$3,600.40</b> | <b>5962</b> | <b>45</b> | <b>\$0.00</b> | <b>\$9.00</b> | <b>100.00%</b> |

Sales Report

Mon, Sep 1, 2025, 12:00 AM - Tue, Sep 30, 2025, 11:59 PM

|                        |       |            |                   |
|------------------------|-------|------------|-------------------|
| Net Sales              |       | \$3,600.40 | from 1,025 orders |
| Amount Collected       |       | \$3,613.93 |                   |
| Gross Sales            |       | \$3,609.40 |                   |
| Sales                  | Total |            |                   |
| Gross sales            |       | \$3,609.40 |                   |
| Refunds                |       | (\$9.00)   |                   |
| Net sales              |       | \$3,600.40 |                   |
| Taxes                  |       | \$0.00     |                   |
| Surcharges             |       | \$13.53    |                   |
| Amount collected       |       | \$3,613.93 |                   |
| Tender types           |       |            |                   |
| Tender                 | Total |            |                   |
| Credit and debit cards |       | \$1,391.23 |                   |
| Cash                   |       | \$2,222.70 |                   |
| Amount Collected       |       | \$3,613.93 |                   |

## General Fund Payments

Oct-25

| Vendor Name                                 | Item               | Recurrence          | Amount     |
|---------------------------------------------|--------------------|---------------------|------------|
| A & H Insurance                             | Insurance          | Annual              | \$ 0.00    |
| AT&T                                        | Phone              | Monthly/Annual      | \$ 1212.53 |
| Baker & Taylor                              | Books              | Monthly             | \$ 55.75   |
| Biblionix                                   | ILS                | Annual              | \$ 0.00    |
| Blackstone Audio                            | Audio              | Monthly             | \$ 670.49  |
| Book Page                                   | Magazine           | Yearly              | \$ 0.00    |
| C&S Waste Solutions/Pahrump Valley Disposal | Trash              | Monthly             | \$ 183.40  |
| Center Point Large Print                    | Books              | Yearly / As needed  | \$ 3020.40 |
| Comtech Business Systems                    | Phone              | As Needed           | \$ 0.00    |
| Cutting Edge Lawn Care                      | Lawn               | Monthly             | \$ 262.50  |
| Daniel C. McArthur                          | Accountant         | As Needed           | \$ 0.00    |
| Data2                                       | Databases          | As Needed           | \$ 0.00    |
| Demco                                       | Supplies           | As Needed           | \$ 0.00    |
| Desert Wire                                 | Door Access System | As Needed           | \$ 0.00    |
| EBSCO                                       | Website            | As Needed           | \$ 0.00    |
| Gale                                        | Books              | Monthly             | \$ 832.72  |
| Genuine Pest Control                        | Pest Control       | Monthly             | \$ 170.00  |
| Great Basin Water                           | Water              | Monthly             | \$ 649.22  |
| Grey House Publishing                       | Books              | As Needed           | \$ 0.00    |
| Gunny's                                     | HVAC               | As Needed           | \$ 0.00    |
| Industrial Light & Power                    | Electrician        | As Needed           | \$ 0.00    |
| Johnson Controls                            | Alarm              | Annual              | \$ 0.00    |
| Las Vegas Review Journal                    | Ads                | As Needed           | \$ 0.00    |
| Legislative Counsel Bureau                  | Books              | As Needed           | \$ 0.00    |
| Libraria                                    | It Subscription    | Annual              | \$ 0.00    |
| Library Store                               | Supplies           | As Needed           | \$ 0.00    |
| Marks Service Center                        | Supplies           | As Needed           | \$ 0.00    |
| Mastercraft Electronics                     | Electronics        | As Needed           | \$ 0.00    |
| Monument Cleaning                           | Cleaning Services  | As Needed           | \$ 869.00  |
| Network Savants                             | IT                 | As Needed           | \$ 5844.11 |
| Nevada Library Cooperative                  | ebooks             | Annual              | \$ 0.00    |
| Nevada Public Agency Insurance Pool         | Insurance          | Annual              | \$ 0.00    |
| Nevada State Bank                           | Credit Card        | Monthly             | \$ 0.00    |
| Office1                                     | Copies             | Monthly             | \$ 117.00  |
| Overdrive/Kanopy                            | Digital/Streaming  | Annual/Monthly      | \$ 67.00   |
| Pahrump Valley Glass                        | Glass              | As Needed           | \$ 0.00    |
| Playaway                                    | Audiobooks         | Monthly             | \$ 416.48  |
| Princh                                      | Printing           | Annual              | \$ 0.00    |
| ProQuest                                    | Ancestry           | Annual              | \$ 0.00    |
| Public Agency Compensation Trust            | Workers Comp       | Quarterly           | \$ 0.00    |
| Seton                                       | Office Supplies    | As Needed           | \$ 0.00    |
| Smooth Movers                               | Moving services    | As Needed           | \$ 1715.00 |
| Staples                                     | Supplies           | As Needed           | \$ 480.08  |
| State of Nevada Legislative Counsel Bureau  | Books              | As Needed           | \$ 0.00    |
| Statewide Fire Protection                   | Inspection         | As Needed/Quarterly | \$ 0.00    |
| Summit                                      | Fire Protection    | As Needed           | \$ 251.25  |
| T-Mobile                                    | Hotspots/Cell      | Monthly             | \$ 503.59  |
| Ulline                                      | Supplies           | As Needed           | \$ 192.62  |
| USA Today                                   | Newspaper Subscr.  | Yearly              | \$ 0.00    |
| Valley Electric                             | Power              | Monthly             | \$ 2787.02 |
| Valley Electric                             | Internet           | Monthly             | \$ 0.00    |
| Vortex                                      | Doors              | As Needed           | \$ 0.00    |
| World Book                                  | Books              | As Needed           | \$ 0.00    |

|       |              |
|-------|--------------|
| Total | \$ 20,300.16 |
|-------|--------------|

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

Item 10

16

Capital Projects Invoices

Oct-25

| Vendor Name   | Item            | Amount      |
|---------------|-----------------|-------------|
| Demco         | Youth Furniture | \$ 7,594.95 |
| Demco         | Youth Furniture | \$ 6,879.78 |
| Demco         | Youth Furniture | \$ 8,971.60 |
| SME Cabinetry | Countertops     | \$ 7,200.00 |
| Demco         | Youth Furniture | \$ 1,019.12 |

|       |              |
|-------|--------------|
| Total | \$ 31,665.45 |
|-------|--------------|

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Kelly Green

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Michael Runion

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John Shewalter

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Dee Mounts

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Matt Morris

# Petty Cash - October 2025 Meeting

| Name            | Item         | Date      | Amount   |
|-----------------|--------------|-----------|----------|
| NSB Petty Cash  | Analysis Fee | 9/22/2025 | \$ 12.61 |
| Clover Flex     | Fee          | 9/3/2025  | \$ 81.37 |
| Clover Mini     | Fee          | 9/10/2025 | \$ 59.99 |
| Clover Mini     | Fee          | 9/10/2025 | \$ 59.99 |
| Clover Fees     | Fee          | 9/11/2025 | \$ 41.90 |
| NSB Collections | Analysis Fee | 9/22/2025 | \$ 19.63 |
| Clover Flex     | Clover Fees  | 9/3/2025  | \$ 17.95 |
| Clover Flex     | Clover Fees  | 9/3/2025  | \$ 17.95 |
|                 |              |           | \$       |
|                 |              |           | \$       |
|                 |              |           | \$       |
|                 |              |           | \$       |
|                 |              |           | \$       |
|                 |              |           | \$       |
|                 |              |           | \$       |
|                 |              |           | \$       |
|                 |              |           | \$       |
|                 |              |           | \$       |
|                 |              |           | \$       |
|                 |              |           | \$       |
|                 |              |           | \$       |

311.39

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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

# Credit Card Breakdown October 2025 Meeting

| Name                     | Item                                 | Date      |    | Amount |
|--------------------------|--------------------------------------|-----------|----|--------|
| Amazon                   | Self check scanners x2               | 9/3/2025  | \$ | 141.62 |
| Amazon                   | Receipt printer and 2 PCs-self check | 9/3/2025  | \$ | 696.59 |
| USPS                     | ILLs                                 | 9/3/2025  | \$ | 10.63  |
| Office Sign Company      | Teen Zone Sign and Frame for Sign    | 9/5/2025  | \$ | 808.75 |
| Zoom                     | Monthly subscription                 | 9/7/2025  | \$ | 16.99  |
| USPS                     | ILLs                                 | 9/9/2025  | \$ | 30.50  |
| Walmart                  | Cups for kids craft                  | 9/9/2025  | \$ | 8.54   |
| Beks Stuff               | Vinyl hours/mtg room decals          | 9/17/2025 | \$ | 70.00  |
| Tmobile Store            | Screen protector and case/dir cell   | 9/18/2025 | \$ | 86.06  |
| Amazon                   | Receipt paper for self check         | 9/21/2025 | \$ | 34.90  |
| Walmart                  | Batteries/cleaning/dish/adult craft  | 9/24/2025 | \$ | 172.40 |
| Amazon                   | Privacy screens - 2 pack x2          | 9/27/2025 | \$ | 91.98  |
| Oriental Trading Company | Tales with Pebbles prizes            | 9/29/2025 | \$ | 81.32  |
| Amazon                   | Privacy screens/self-check scanner   | 9/30/2025 | \$ | 128.98 |
| USPS                     | ILLs                                 | 10/1/2025 | \$ | 40.42  |
| Amazon                   | Pen chains for self check barcodes   | 10/1/2025 | \$ | 17.80  |
|                          |                                      |           | \$ |        |
|                          |                                      |           | \$ |        |
|                          |                                      |           | \$ |        |
|                          |                                      |           |    |        |

2437.48

|                  |                                                     |             |
|------------------|-----------------------------------------------------|-------------|
| Previous Balance | (Credit due to refund of chairs deposit from April) | -\$2,805.30 |
| Refund           | Amazon                                              | -\$70.81    |
| Refund           | Amazon - Privacy screen 2 pack x2                   | -\$91.98    |

total -\$530.61



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

|                              | July        | Aug         | Sept        |  |  |  |  |
|------------------------------|-------------|-------------|-------------|--|--|--|--|
| <b>TOTAL USAGE</b>           | <b>6944</b> | <b>6341</b> | <b>5976</b> |  |  |  |  |
|                              |             |             |             |  |  |  |  |
| Childrens'                   | 2881        | 2131        | 2095        |  |  |  |  |
| Adults'                      | 2879        | 2910        | 2518        |  |  |  |  |
| In House Usage               | 0           | 0           | 308         |  |  |  |  |
| <b>TOTAL USAGE</b>           | <b>5760</b> | <b>5041</b> | <b>4921</b> |  |  |  |  |
|                              |             |             |             |  |  |  |  |
|                              |             |             |             |  |  |  |  |
| OverDrive (digital media)    | 1144        | 1254        | 1021        |  |  |  |  |
| Kanopy (digital streaming)   | 40          | 46          | 34          |  |  |  |  |
| <b>TOTAL USAGE (digital)</b> | <b>1184</b> | <b>1300</b> | <b>1055</b> |  |  |  |  |
|                              |             |             |             |  |  |  |  |
| % childrens'                 | 0.50        | 0.42        | 0.43        |  |  |  |  |
| % adults'                    | 0.50        | 0.58        | 0.51        |  |  |  |  |
|                              |             |             |             |  |  |  |  |
| <b>TOTAL MATERIALS ADDED</b> |             |             |             |  |  |  |  |
| Materials added              | 153         | 137         | 61          |  |  |  |  |
| eAudio titles added          | 0           | 0           | 0           |  |  |  |  |
| eBook titles added           | 0           | 0           | 0           |  |  |  |  |
|                              |             |             |             |  |  |  |  |
|                              |             |             |             |  |  |  |  |
| Patron Count                 | 5378        | 5319        | 5741        |  |  |  |  |
| Swaps                        | 183         | 158         | 209         |  |  |  |  |
| Website Users                | 858         | 971         | 1112        |  |  |  |  |
| Website Sessions             | 1712        | 1701        | 2000        |  |  |  |  |
| Internet/computer usage      | 469         | 780         | 485         |  |  |  |  |
| Wireless                     | 587         | 745         | 838         |  |  |  |  |
| Ref Transactions             | 1098        | 1050        | 797         |  |  |  |  |
| Ref Questions                | 78          | 105         | 150         |  |  |  |  |
| ILL's Received               | 14          | 22          | 21          |  |  |  |  |
| ILL's Loaned                 | 0           | 0           | 0           |  |  |  |  |
| Legal Kiosk                  | 9           | 18          | 17          |  |  |  |  |
| Curbside Pickups             | 52          | 39          | 0           |  |  |  |  |
| Curbside Returns             | 49          | 36          | 0           |  |  |  |  |
| Patrons                      | 25          | 13          | 0           |  |  |  |  |
| Ref/Audit/Comp/FABC/Craft    | 27          | 32          | 54          |  |  |  |  |
| Book Bingo Raffle Tickets    | 0           | 0           | 199         |  |  |  |  |
| Tales with Pebbles           | 47          | 28          | 48          |  |  |  |  |
| Babytime                     | 0           | 51          | 231         |  |  |  |  |
| Story Time                   | 0           | 46          | 224         |  |  |  |  |
| Summer Reading Program       | 576         | 0           | 0           |  |  |  |  |
| Youth Game Day               | 0           | 0           | 0           |  |  |  |  |
| Holiday Parties              | 0           | 0           | 0           |  |  |  |  |
| Teen Club/Teen Party         | 0           | 0           | 0           |  |  |  |  |

# PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") is made and entered into between Pahrump Community Library District, 701 East Street, Pahrump, NV 89048 (hereinafter, "OWNER") and Monument Cleaning Service, LLC, a Nevada Limited Liability Corporation, with an address of 163 Wildcat Avenue, Pahrump, NV 89060 (hereinafter, "CONTRACTOR") with an effective date of September 16, 2025.

Owner desires that CONTRACTOR provide Janitorial Services for OWNER at OWNER'S facilities in the Pahrump area.

## 1. Consideration and Binding Effects.

The parties acknowledge that they shall be bound by the terms, conditions, and promises made by OWNER and CONTRACTOR as set forth in this Contract.

## 2. CONTRACTOR's Duties and Responsibilities.

CONTRACTOR covenants to provide Janitorial Services for OWNER at OWNER's facilities in Pahrump, Nevada, and the duties to be performed are as follows: cleaning public and staff restrooms, restocking soap and paper products, mopping hard floors and vacuuming carpets, emptying outside trash and ashtray, cleaning fingerprints and smudges from glass doors and windows, and dusting as needed.

### SERVICE HOURS

The services are to be performed during the hours of 3:00PM through 7:00 PM, as arranged between the Library Director and CONTRACTOR, keeping in mind minimum disturbance to all OWNER's employees and patrons during the performance of duties.

The following is the estimated number of hours per week:

Monday 3 hours

Tuesday 3 hours

Wednesday 3 hours

Thursday 3 hours

Saturday 2 hours

## 3. Term.

This Contract shall be month to month from the effective date.

## 4. The Contract Sum.

OWNER shall pay CONTRACTOR three hundred and eight dollars (\$308.00) per week for the term of this Contract as full compensation, to be paid monthly (once a month) for services performed in

strict accordance with the terms and conditions of this Contract and to the satisfaction of OWNER. Payments shall be made pursuant to paragraph 6.

**5. Insurance.**

CONTRACTOR shall maintain during the duration of this Contract commercial general liability insurance as set forth on Exhibit "A." CONTRACTOR represents that Silvia Gonzalez is the sole working member of the limited liability company and has no additional employees. CONTRACTOR, having one sole working member, has elected not to maintain workers' compensation insurance and is otherwise in compliance with the insurance requirements. In the event CONTRACTOR hires additional employees, CONTRACTOR shall maintain for the duration of this Contract its own workers' compensation insurance. Notwithstanding paragraph 9, CONTRACTOR's failure to maintain insurance as set forth in this paragraph is grounds for immediate termination of this Contract.

**6. Invoicing.**

Invoicing for payment of services performed shall be sent to the OWNER's location as set forth in this Contract. Invoices are to be sent within ninety (90) calendar days of the services rendered. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the Library Director.

**7. Indemnification.**

CONTRACTOR agrees, by entering into this Contract, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold OWNER harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of CONTRACTOR or its principals, employees, subcontractors or other agents while performing Services under this Contract. CONTRACTOR shall indemnify, defend, and hold harmless OWNER for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

**8. Status as Independent CONTRACTOR.**

CONTRACTOR is an independent contractor and not an employee, servant, agent or representative of OWNER. As an independent contractor, CONTRACTOR shall not participate in the employee benefits available to OWNER'S employees.

**9. Termination.**

Either party may terminate this Contract in whole or part at any time upon thirty (30) calendar days' written notice of intent to terminate.

#### **10. Modification.**

OWNER reserves the right to request modification at any time to the scope, frequency, or the timing of CONTRACTOR'S obligations under this Contract, in whatever manner OWNER determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that should any modifications to this Contract be made during the Contract term, a written amendment detailing those elements shall be executed by CONTRACTOR and the OWNER or their authorized representative.

#### **11. Assignment and Subcontracting.**

CONTRACTOR shall not assign, transfer, convey or otherwise dispose of this Contract or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of OWNER. Services specified in this Contract shall not be subcontracted by CONTRACTOR, without the written approval of OWNER.

#### **12. Prohibited Activities While on Owner's Property.**

The activities prohibited by CONTRACTOR's employees during the performance of Services included but are not limited to the following: using OWNER'S property and equipment (coffee pots, microwaves, radios, televisions, refrigerators, computers, printers, fax machines, copy machines, etc.); eating OWNER'S employee's food from the break rooms or elsewhere; placing personal or business telephone calls on OWNER's phones. Being under the influence of or use of alcohol or drugs while on OWNER'S property is prohibited.

#### **13. Waiver.**

Failure by OWNER or CONTRACTOR at any time to enforce or to require strict observance of any of the terms, conditions or provisions of this Contract shall not constitute a waiver of, nor limit or impair, such terms, conditions or provisions. In addition, any such failure shall not affect the right of either party to avail itself at any time of such remedies as it may have for any default hereunder by the other party hereto.

#### **14. Governing Law, Venue and Costs**

This Contract 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 Contract shall be in the Fifth Judicial District Court of the State of Nevada, in and for the County of Nye. 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. Entire Agreement**

The parties agree that the terms and provisions of this Contract constitute the entire Contract between the parties.

**16. Counterpart Signatures**

This Contract 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. Notices**

Any notice relating to this Contract shall be in writing addressed to the parties as follows:

Kim Thomas, Library Director  
Pahrump Community Library  
701 East Street  
Pahrump, Nevada 89048

Monument Cleaning Services, LLC  
163 Wildcat Avenue  
Pahrump, Nevada 89060

**CONTRACTOR**

Monument Cleaning Services, LLC

\_\_\_\_\_  
By: Silvia Montoya  
Title: Member/Manager

**OWNER**

Pahrump Community Library

\_\_\_\_\_  
By: John Shewalter  
Title: Chair

# EXHIBIT A



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                |                                              |                          |                          |
|------------------------------------------------------------------------------------------------|----------------------------------------------|--------------------------|--------------------------|
| <b>PRODUCER</b><br><br>Brad Dempsey Agency, LLC<br>569 32 RD STE 5C<br>GRAND JUNCTION CO 81504 | <b>CONTACT NAME:</b>                         | Brad Dempsey Agency, LLC |                          |
|                                                                                                | <b>PHONE</b><br>(A/C, No, Ext):              | (970) 822-4524           | <b>FAX</b><br>(A/C, No): |
|                                                                                                | <b>E-MAIL ADDRESS:</b> bdempsey@amfam.com    |                          |                          |
|                                                                                                | <b>INSURER(S) AFFORDING COVERAGE</b>         |                          |                          |
| <b>INSURED</b><br>Monument Cleaning Service Llc<br>470 Tanner St<br>Grand Junction CO 81504    | <b>INSURER A :</b> Midvale Indemnity Company |                          | <b>NAIC #</b><br>27138   |
|                                                                                                | <b>INSURER B :</b>                           |                          |                          |
|                                                                                                | <b>INSURER C :</b>                           |                          |                          |
|                                                                                                | <b>INSURER D :</b>                           |                          |                          |
|                                                                                                | <b>INSURER E :</b>                           |                          |                          |
|                                                                                                | <b>INSURER F :</b>                           |                          |                          |

## COVERAGES

CERTIFICATE NUMBER: 00002297736170

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                | ADDL INSR                                                           | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY)        | LIMITS                                                               |             |
|----------|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------|---------------|-------------------------|--------------------------------|----------------------------------------------------------------------|-------------|
| A        | COMMERCIAL GENERAL LIABILITY                                                                                     | N                                                                   | N        | CP00008831    | 01/13/2025              | 01/13/2026                     | EACH OCCURRENCE                                                      | \$1,000,000 |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                   |                                                                     |          |               |                         |                                | DAMAGE TO RENTED PREMISES (Ea occurrence)                            | \$100,000   |
|          |                                                                                                                  |                                                                     |          |               |                         |                                | MED EXP (Any one person)                                             | \$5,000     |
|          |                                                                                                                  |                                                                     |          |               |                         |                                | PERSONAL & ADV INJURY                                                | \$1,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                               |                                                                     |          |               |                         |                                | GENERAL AGGREGATE                                                    | \$2,000,000 |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC        |                                                                     |          |               |                         | PRODUCTS - COMP/OP AGG         | \$2,000,000                                                          |             |
|          | OTHER:                                                                                                           |                                                                     |          |               |                         |                                |                                                                      |             |
|          | AUTOMOBILE LIABILITY                                                                                             |                                                                     |          |               |                         |                                | COMBINED SINGLE LIMIT (Ea accident)                                  |             |
|          | <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY |                                                                     |          |               |                         |                                | BODILY INJURY (Per person)                                           |             |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB                                      | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE |          |               |                         |                                | BODILY INJURY (Per accident)                                         |             |
|          | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>                                               |                                                                     |          |               |                         | PROPERTY DAMAGE (Per accident) |                                                                      |             |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                    |                                                                     |          |               |                         |                                | EACH OCCURRENCE                                                      |             |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                                      | Y/N <input type="checkbox"/>                                        | N/A      |               |                         |                                | AGGREGATE                                                            |             |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                           |                                                                     |          |               |                         |                                |                                                                      |             |
|          | PROFESSIONAL LIABILITY                                                                                           |                                                                     |          |               |                         |                                | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |             |
|          |                                                                                                                  |                                                                     |          |               |                         |                                | E.L. EACH ACCIDENT                                                   |             |
|          |                                                                                                                  |                                                                     |          |               |                         | E.L. DISEASE - EA              |                                                                      |             |
|          |                                                                                                                  |                                                                     |          |               |                         | E.L. DISEASE - POLICY LIMIT    |                                                                      |             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Residential Cleaning Services

## CERTIFICATE HOLDER

## CANCELLATION

MONUMENT CLEANING SERVICE LLC

163 WILDCAT AVE  
PAHRUMP NV 89060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**ADA.gov**

U.S. Department of Justice  
Civil Rights Division

# Service Animals

The ADA explains what businesses and state/local governments must do to make sure that they do not discriminate against a member of the public with a disability who uses a service animal.

Generally, businesses and non-profits that are open to the public as well as state/local governments must allow service animals to go most places where the public can go. This is true even if they have a “no pets” policy.

## Topic

Read this to get a basic understanding of this topic.

For more detailed information on a topic, view [Guidance & Resource materials](#)

For information about the legal requirements, visit [Law, Regulations & Standards](#)

## About Service Animals

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## Service animals are:

- ☑ Dogs
- ☑ Any breed and any size of dog
- ☑ Trained to perform a task directly related to a person's disability

## Service animals are not:

- ☒ Required to be certified or go through a professional training program
- ☒ Required to wear a vest or other ID that indicates they're a service dog
- ☒ Emotional support or comfort dogs, because providing emotional support or comfort is not a task related to a person's disability

### **More about the difference between emotional support animals and service animals**

If the dog's mere presence provides comfort, it is not a service animal under the ADA. But if the dog is trained to perform a task related to a person's disability, it is a service animal under the ADA. For example, if the dog has been trained to sense that an anxiety attack is about to happen and take a specific action to help avoid the attack or lessen its impact, the dog is a service animal.

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## Examples of Service Animal Tasks

A person who uses a wheelchair may have a dog that is **trained to retrieve objects for them**.

A person with depression may have a dog that is **trained to perform a task to**

**remind them to take their medication.**

A person with PTSD may have a dog that is **trained to lick their hand to alert them to an oncoming panic attack.**

A person who has epilepsy may have a dog that is **trained to detect the onset of a seizure and then help the person remain safe during the seizure.**

## Where Service Animals Can Go

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Generally, service animals are allowed to be with their person, even in places that don't allow pets. For example, service dogs can go into:

- Restaurants
- Shops
- Hospitals
- Schools
- Hotels

EXAMPLE: A restaurant offers indoor and outdoor seating. A woman arrives at the restaurant with her service dog and asks to sit inside. The restaurant cannot require the woman to dine outside because of her service dog.

The ADA also applies to certain types of housing, including:

- Housing at public and private universities
- Public housing programs run by state, county, and city governments
- Emergency shelters

## Other laws apply to housing

The **Fair Housing Act** applies to many types of housing, both public and privately owned, including housing covered by the ADA. Under the Fair Housing Act, there may be different rules that apply when a resident or applicant with a disability

uses a service animal or other animal to assist with their disability. The U.S. Department of Housing and Urban Development is responsible for administering the Fair Housing Act. Learn more at the [U.S. Department of Housing and Urban Development](#) or [contact your Regional Fair Housing and Equal Opportunity Office](#).

## Other laws apply to airplanes

The Air Carrier Access Act, not the ADA, protects the rights of people with disabilities in air travel. For information or to file a complaint, contact the U.S. Department of Transportation, Aviation Consumer Protection Division: 202-366-2220.

## Other rules apply to employment

The [Equal Employment Opportunity Commission](#) (EEOC) is responsible for administering the ADA in employment settings.

# Asking if a Dog is a Service Animal

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If you are working at a business or state/local government facility and it is unclear to you whether someone's dog is a service dog, **you may ask for certain information using two questions.**

### You may ask:

- ☑ Is the dog a service animal required because of a disability?
- ☑ What work or task has the dog been trained to perform?

### You are *not* allowed to:

- ⊗ Request any documentation that the dog is registered, licensed, or certified as a service animal
- ⊗ Require that the dog demonstrate its task, or inquire about the nature of the person's disability

Because service animals are not required to wear vests, a dog that is wearing a vest is not necessarily a service animal. The dog still needs to be trained to perform a task for a person with a disability to be a service animal.

## When a Service Animal Can Be Kept Out

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A business or state/local government does not need to allow a service animal if the dog's presence would fundamentally alter the nature of the goods, services, programs, or activities provided to the public.

### **What does *fundamentally alter* mean?**

In most settings, a service animal will not fundamentally alter the situation. But in some settings, a service dog could change the nature of the service or program. For example, it may be appropriate to keep a service animal out of an operating room or burn unit where the animal's presence could compromise a sterile environment. But in general, service animals cannot be restricted from other areas of the hospital where patients or members of the public can go.

Learn more about when a service animal can be kept out in [questions 23-26 in FAQs about service animals and the ADA](#).

## Asking Someone to Remove Their

# Service Animal

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A business or state/local government can ask someone to remove their service animal if:

- The dog is not housebroken.
- The dog is out of control, and the person cannot get the dog under control.

**What does *out of control* mean?**

Learn more in [question 27 in FAQs about service animals and the ADA.](#)

## State and Local Laws

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**State/local governments can:**

- ✓ Require service dogs to be licensed and vaccinated, if all dogs are required to be licensed and vaccinated
- ✓ Offer *voluntary* service dog registration programs

**State/local governments can't:**

- ✗ Require certification or registration of service dogs
- ✗ Ban a service dog based on its breed

## Learn More About the ADA and Service Animals

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The following technical assistance documents provide more helpful information about service animals:

- [Frequently Asked Questions about Service Animals and the ADA](#)
- [ADA Requirements: Service Animals](#)

## Related Content

### Guidance

[ADA Requirements: Service Animals](#)

### Guidance

[Frequently Asked Questions about Service Animals and the ADA](#)

## CONTRACT FOR FIXED FEE SERVICES

This contract is entered into by Pahrump Community Library ("Sponsor") and The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno ("University").

**1. CONTRACT TERM.** Notwithstanding the dates upon which it is executed by the parties, this Contract shall be effective from 10/15/2025 to 03/14/2026

**2. SCOPE OF WORK AND CONSIDERATION.** The parties agree that University will provide the services specified: Update to the Pahrump Community Library Policies Handbook and Pahrump Community Library Personnel Policy Handbook, as outlined in the 8/2/2025 attached proposal (Exhibit A).

**3. PAYMENT.** Sponsor will pay the University a fee not-to-exceed \$ 9,000.00 for services provided ("Total Agreement Price"). Sponsor agrees to pay University fifty percent (50%) (\$4,500.00) due and payable to University immediately upon execution of the Agreement and receipt of University's invoice; and (2) fifty percent (50%) upon University's substantial completion of the Services and receipt of University's invoice. All of University's obligations under this Agreement shall be automatically tolled if payment is not received by University in accordance with the due dates listed herein. Payments not received by University within thirty (30) days of the due date(s) are considered past due.

Sponsor understands and expressly agrees this is a firm fixed price Agreement. University is under no obligation to provide Sponsor with any kind of financial reporting, supporting documentation, or justification of expenditures made in the performance of the Services as a condition of payment. University will not request additional funds if University's cost to complete the Services exceeds the Total Agreement Price, and no portion of the Total Agreement Price will be returned to Sponsor upon University's completion of the Services (even if University's cost to complete the Services is less than expected).

**4. ASSENT.** The parties agree that any attachments are incorporated by reference and are part of this Contract. Absent a written amendment to this Contract, the parties further agree the Contract provisions prevail over the provisions that may appear in any attachment.

**5. TERMINATION FOR CONVENIENCE.** Either party shall have the right, upon thirty (30) days prior written notice to the other party, to terminate this agreement at any time and for any reason. In the event of termination, all unpaid sums owed to University for work completed shall be immediately due and payable as of the date of termination.

**6. TERMINATION FOR DEFAULT.** In the event of a default, the non-defaulting party may elect to continue the contract or to terminate it. If termination is elected, the non-defaulting party shall give the defaulting party written notice of termination, which shall be effective upon receipt by the defaulting party. All unpaid sums owed to University for work completed shall be immediately due and payable as of the date of termination. If continuation is elected, the non-defaulting party shall give the defaulting party written notice of the default and the defaulting party shall then have thirty (30) days to cure said default. If the defaulting party fails to cure the default within the thirty (30) day period, the Contract shall be terminated.

### **7. DEFAULT DEFINED:**

**7.1 By University:** University shall be in default if any of the following occur:

**7.1.1:** Failure to timely deliver the services specified in Exhibit A in a timely manner, if the Agreement provides that time is of the essence.

7.1.2: Failure to provide services that conform to the specifications set forth in Exhibit A.

7.1.3: Loss of any license necessary for providing the services set forth in Exhibit A.

**7.2 By Sponsor**

7.2.1: Failure to timely pay any sum due and owing University.

**8. LIMITED LIABILITY.** Neither party will be liable for punitive damages or liquidated damages. Damages for any default or breach by Pahrump Community Library shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to University, for the fiscal year budget in existence at the time of the default or breach.

**9. FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, governmental restrictions, governmental regulations, governmental controls, act of public enemy, pandemics, epidemics or other outbreaks of diseases or other infections accidents, act of public enemy, accidents, fires, explosions, or acts of God. In such an event the intervening cause must not be through the fault of the party asserting such an excuse and the excused part is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

**10. INDEMNIFICATION.** To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the University shall indemnify, defend and hold harmless Pahrump Community Library from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the University or any of its regents, officers or employees, which may occur during or which may arise out of the performance of the Contract. The University will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The University's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$200,000.00 per cause of action.

Sponsor shall indemnify, defend and hold harmless University, its regents, officers, employees and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Pahrump Community Library or any of its officers or employees, which may occur during or which may arise out of the performance of this Contract.

**11. INDEPENDENT CONTRACTOR.** Nothing herein shall create any association, partnership, joint venture, fiduciary duty or the relation of principal and agent between the Parties hereto, it being understood that each Party is acting as an independent contractor, and neither Party shall have the authority to bind the other or the other's representatives in any way. Neither University, nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the Pahrump Community Library.

**12. LICENSES AND INSURANCE.** The Nevada System of Higher Education is self-insured in accordance with the limitations of NRS 41.0305 to NRS 41.039. University shall also procure, pay for and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by University to provide the goods or services required by this Contract. University agrees to be responsible for payment for obligations not paid by its subcontractors during performance of this Contract.

**13. WAIVER OF BREACH.** Failure to declare a breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights and remedies as to any other default or breach.

**14. SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

**15. ASSIGNMENT/DELEGATION.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

**16.**

**PUBLIC RECORDS.** The obligations set forth in this Contract are subject to the University's obligations to comply with the State of Nevada Public Records Act, NRS 239.001 to NRS 239.340. Pursuant to Chapter 239 of the Nevada Revised Statutes, this Contract may be open to public inspection and copying.

**17. GOVERNING LAW; JURISDICTION.** This contract shall be governed by, and construed according to, the laws of the State of Nevada. The parties hereby consent to jurisdiction in Nevada courts.

**18. FUNDING OUT.** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period to fund the operation or program from which services for this agreement are produced, then this agreement shall terminate on the last day of the fiscal period for which appropriations were received without constituting a breach by University.

**19. ACKNOWLEDGEMENT, EXECUTION & PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract.

Recommended by:

\_\_\_\_\_  
Greg Mosier, Dean, The College of Business

\_\_\_\_\_  
Date

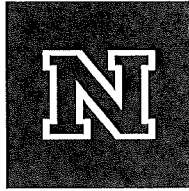
For the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno, College of Business

\_\_\_\_\_  
Kara Griffin, Associate Vice President –  
Business & Finance

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative, Pahrump Community Library

\_\_\_\_\_  
Date



# **University Center for Economic Development**

**The College of Business  
University of Nevada, Reno  
Mail Stop 0024  
Reno, NV 89557**

**Phone: 775.784.1655**

**<http://www.unr.edu/business/research-and-outreach/uced>**

## **Update to the Pahrump Community Library Policies Handbook and Pahrump Community Library Personnel Policy Handbook**

**A Proposal by the University Center for Economic Development**

**August 2, 2025**

**Prepared by: Frederick Steinmann, DPPD**

**Phone: 775.784.1655**

**Email: [fred@unr.edu](mailto:fred@unr.edu)**

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## PROJECT PROPOSAL

### SECTION 1: PROPOSAL INTRODUCTION

**Title:** Update to the Pahrump Community Library Policies Handbook and Pahrump Community Library Personnel Policy Handbook

**Primary Investigator:** Mr. Finn Breuner, University Center for Economic Development

**Duration:** Five Months

**Amount Requested:** \$9,000

### SECTION 2: BACKGROUND

#### *Overview*

In mid-2025, representatives from the Pahrump Community Library contacted the University Center for Economic Development, part of the College of Business at the University of Nevada, Reno, regarding a possible update to the Pahrump Community Library Policies Handbook and the Pahrump Community Library Personnel Policy Handbook. This University Center for Economic Development proposal outlines the scope of work proposed to update and revise both handbooks.

### SECTION 3: PROPOSAL OVERVIEW

#### *Scope of Work*

- University Center for Economic Development faculty and staff will begin by transcribing the current versions of both the Pahrump Community Library Policies Handbook and Pahrump Community Library Personnel Policy Handbook into an electronic word processing software (i.e. Microsoft Word) to facilitate reorganization of each handbook and subsequent revision of each section of both workbooks.
- Once the electronic transcription of the current versions of both the Pahrump Community Library Policies Handbook and Pahrump Community Library Personnel Policy Handbook have been completed, University Center for Economic Development faculty and staff will facilitate up to eight separate review sessions with the Pahrump Community Library Director and other key personnel to review each section of both the Pahrump

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Community Library Policies Handbook and the Pahrump Community Library Personnel Policy Handbook. The purpose of these review sessions (likely to be completed virtually) will be to gather information on potential changes to each handbook for inclusion into a final and revised set of handbooks. Each review session will last up to approximately two hours. In addition to information collected from Pahrump Community Library personnel during the review sessions and through other communications, suggested revisions to various sections in each handbook will be provided by assigned University Center for Economic Development and other College of Business/University of Nevada, Reno faculty and staff. Any suggested revisions to any part of either handbook will be first presented to the Pahrump Community Library Director and other personnel during these review sessions.

**Note:** The University Center for Economic Development is currently (as of the date of this proposal) engaged with the Pahrump Community Library to develop a new five-year organizational strategic plan. As part of this strategic planning effort, a new set of organizational core values, mission statement, and vision statement are currently being developed. Elements of this strategic planning effort, including but not limited to the new core values, new mission statement, and new vision statement for the Pahrump Community Library, may be incorporated into either or both the revised Pahrump Community Library Policies Handbook and the revised Pahrump Community Library Personnel Policy Handbook as appropriate.

- In addition to the information collected from the individual review sessions with the Pahrump Community Library Director and other key personnel, University Center for Economic Development faculty and staff will work collaboratively with representatives from the Pahrump Community Library to identify relevant statutes and chapters within the Nevada Revised Statutes and complete a comprehensive review of these relevant statutes for inclusion into either/both the Pahrump Community Library Policies Handbook and/or the Pahrump Community Library Personnel Policy Handbook. These statutes have been identified by the Nevada State Library, Archives, and Public Records Division of the Nevada Department of Administration as most critical to the operations of public libraries in Nevada and include:
  - Nevada Revised Statutes Chapter 233, *Nevada Equal Rights Commission*
  - Nevada Revised Statutes Chapter 241, *Meetings of State and Local Agencies*
  - Nevada Revised Statutes Chapter 248, *Sheriffs*
  - Nevada Revised Statutes Chapter 281A, *Ethics in Government*
  - Nevada Revised Statutes Chapter 288, *Relations Between Governments and Public Employees* (with specific focus on general provisions of Chapter 288 pertaining to Local Government Employers)

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- Nevada Revised Statutes Chapter 354, *Local Financial Administration*
  - Nevada Revised Statutes Chapter 378, *State Library, Archives and Public Records*
  - Nevada Revised Statutes Chapter 379, *Public Libraries*
  - Nevada Revised Statutes Chapter 380, *Law Libraries*
  - Nevada Revised Statutes Chapter 426, *Persons with Disabilities*
  - Nevada Revised Statutes Chapter 613, *Employment Practices*

A brief description of each statute listed above will be incorporated into the revised Pahrump Community Library Policies Handbook and Pahrump Community Library Personnel Policy Handbook with individual Uniform Resource Locator (URL) website address links provided to the relevant and specific page maintained by the Nevada State Legislature (<https://www.leg.state.nv.us/nrs/>).

**Note:** The University Center for Economic Development and any University Center for Economic Development and/or other College of Business/University of Nevada, Reno faculty and staff member is not capable or permitted to provide legal advice. Any draft and/or final version of the revised handbooks should be reviewed by the appropriately delegated legal counsel for the Pahrump Community Library for review and comment.

- University Center for Economic Development faculty and staff, working collaboratively with representatives from the Pahrump Community Library, will research and provide a detailed overview and summary of applicable codes of professional conduct and ethics relevant to public libraries, public library systems, library directors, and other library staff operating throughout the state of Nevada. These applicable codes of professional conduct and ethics are ‘industry standards’ and are meant to be recommendations and guidelines that serve as resources for library professionals and for state and public libraries operating throughout the state of Nevada. While this list of applicable codes of professional conduct and ethics may change during the course of this project, University Center for Economic Development faculty and staff propose this *initial* list of professional associations and codes of professional conduct and ethics:
  - American Library Association; American Library Association Code of Ethics
  - The Association for Rural & Small Libraries
  - Nevada Commission on Ethics; Nevada State Code of Administrative Ethics

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While other professional associations and codes of professional conduct and ethics may be applicable (for example, the American Society of Public Administration and the American Society of Public Administration Code of Ethics), University Center for Economic Development faculty and staff will focus their primary efforts on researching and providing a comprehensive summary of the American Library Association, the Association for Rural & Small Libraries, and the Nevada Commission on Ethics and each organization's existing code of ethics and standards of professional conduct. In addition to providing a detailed overview and summary of applicable codes of ethics and standards of professional conduct, University Center for Economic Development faculty and staff will also include, when appropriate, contact information for these organizations and associations (and any other organization included as part of this research and analysis), information on seeking opinions and filing complaints, and information on additional resources that each organization (and any other organization included as part of this research and analysis) might provide to interested parties. University Center for Economic Development faculty and staff will also provide individual Uniform Resource Locator (URL) website address links for each relevant professional code of conduct and ethnics.

- In partnership with representatives from the Pahrump Community Library, University Center for Economic Development faculty and staff will also review, update, and revise any exhibits, diagrams, or other graphic and/or visual elements currently present in either the Pahrump Community Library Policies Handbook or the Pahrump Community Library Personnel Policy Handbook. This effort may include, but is not limited to, a revised layout/diagram of the Pahrump Community Library's physical space and current location and organizational chart.

### ***Deliverables***

- University Center for Economic Development faculty and staff will produce two draft (for review) and final versions (for publication) of two University Center for Economic Development technical reports, one for the revised Pahrump Community Library Policies Handbook and one for the revised Pahrump Community Library Personnel Policy Handbook. Both University Center for Economic Development technical reports will consist of a comprehensive summary of the work completed as part of the scope of work as outlined in this project proposal. The two draft technical reports will be provided to representatives from the Pahrump Community Library for review and any suggested changes, comments, revisions, additions, or subtractions to either draft will be incorporated into the final versions of each University Center for Economic Development technical report. Once completed and once each revised handbook has been reviewed and approved by the Pahrump Community Library Board of Trustees, the University Center for Economic will provide up to two (2) printed and bound copies of each technical report along with electronic copies. The electronic copies will be provided in both PDF and suitable word processing (i.e. Microsoft Word) formats so that the Pahrump Community Library can make additional copies for Library personnel and key

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stakeholders and update sections as policies in either handbook are amended, changed, and/or updated.

### *Travel and Presentations*

- University Center for Economic Development faculty and staff agree to make themselves available for up to two (2) public and/or quasi-public meetings and/or presentations, in-person, to present an overview of the final handbooks as outlined in this proposal and the included scope of work. These presentations may include, but are not limited to, the Pahrump Community Library Board of Trustees or other boards, commissions, and/or groups determined appropriate by representatives of the Pahrump Community Library. These presentations will be limited to the scope of work as outlined in this University Center for Economic Development project proposal.

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## PROPOSED BUDGET

### **SALARIES, WAGES, and BENEFITS:**

|                                               |          |
|-----------------------------------------------|----------|
| Dr. Frederick Steinmann                       | \$ 1,500 |
| UCED/College of Business Faculty Member       | \$ 1,800 |
| UCED/College of Business Faculty Member       | \$ 1,800 |
| UCED Graduate and/or Undergraduate Researcher | \$ 1,000 |
| UCED Graduate and/or Undergraduate Researcher | \$ 1,000 |

|                                            |                                   |
|--------------------------------------------|-----------------------------------|
| <b>TOTAL SALARIES, WAGES, and BENEFITS</b> | <b>\$ 7,100 (Includes Fringe)</b> |
|--------------------------------------------|-----------------------------------|

### **OPERATIONS and TRAVEL**

|                                      |        |
|--------------------------------------|--------|
| Operations and Materials             | \$ 725 |
| Travel                               | \$ 725 |
| University Administrative Fee (5.0%) | \$ 450 |

|                                    |                 |
|------------------------------------|-----------------|
| <b>TOTAL OPERATIONS and TRAVEL</b> | <b>\$ 1,900</b> |
|------------------------------------|-----------------|

|                          |                        |
|--------------------------|------------------------|
| <b><u>TOTAL COST</u></b> | <b><u>\$ 9,000</u></b> |
|--------------------------|------------------------|

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## PRIMARY INVESTIGATOR and CO-INVESTIGATOR BIO

**Dr. Frederick Steinmann (Co-Primary Investigator):** Frederick is the Director of the University Center for Economic Development and is the Principal Investigator of the Nevada Lithium Batteries and Other Electric Vehicle Materials Regional Technology and Innovation Hub project. Frederick has significant professional expertise in strategic planning, redevelopment, land use planning, public policy, and economic development. Frederick has previously worked on several successful strategic planning processes in Nevada and California, including a Comprehensive Economic Development Strategy for the Northeastern Nevada Regional Development Authority and the Southwest Central Regional Economic Development Authority, several organizational and strategic planning projects including a new five-year organizational and community strategic plan for the City of Elko in Elko County, Nevada, and a number of community needs assessment studies. Previously, Frederick has worked for the City of Reno (NV) Redevelopment Agency, the Nevada Small Business Development Center, and the City of Carson (CA) Business Services Development Department and Carson (CA) Redevelopment Agency. Frederick earned the William A. Carlson Fellowship from the California Redevelopment Association in 2008 and has provided technical assistance regarding the formation of a redevelopment district to several communities throughout Nevada as a current Research Professor with the University Center for Economic Development. Frederick holds a Bachelor of Science in Economics and a Masters of Science in Economics from the University of Nevada, Reno and a Doctorate in Policy, Planning and Development from the University of Southern California.

## ABOUT THE UNIVERSITY CENTER FOR ECONOMIC DEVELOPMENT

The University Center for Economic Development (UCED) in the College of Business at the University of Nevada, Reno was established in the fall of 1992 in response to the growing need within the state for economic development research, technical assistance and educational services. UCED's primary objective is fostering economic development throughout Nevada by making the extensive resources of the University of Nevada, Reno available to organizations and areas that can benefit from job and income creation and job retention efforts.

# Social Media Policy

## Social Media Post Disclaimer

Social media postings, including posts to listservs or email discussion groups, by employees from library email addresses should contain the following disclaimer stating that the opinions expressed are strictly their own and not necessarily those of library, unless the posting is in the course of business duties:

*"Any views or opinions presented in this message are solely those of the author and do not necessarily represent those of library. Employees of the library are expressly required not to make defamatory statements and not to infringe or authorize any infringement of copyright or any other legal right by electronic communications."*

Any such communication is contrary to library policy and outside the scope of the employment of the individual concerned. Library will not accept any liability for such communication, and the employee responsible will be personally liable for any damages or other liability arising.

## Reporting Violations

Employees should report any actual or perceived violations of this policy to the Library Director.

## Violation of Policy

The library will investigate promptly and respond to all reports of violations of the social media policy and other related policies. Violation of the library's *Social Media* policy may result in disciplinary action, up to and including termination. The library reserves the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.

## Authorized Library Social Networking

The goal of authorized social networking is to become a part of the community conversation and promote web-based sharing and exchange of library information and feedback from members of the public. Authorized social networking is used to convey information about library operations and services; promote and raise awareness of the library; search for potential new equipment and training tools; communicate with other employees, members of the public, and interested parties; issue or respond to breaking news or other matters of public interest; and discuss organization-specific activities and events.

When social networking, the library must ensure that use of these communication paths maintain honesty, integrity, courteousness, and reputation while minimizing actual or potential legal risks, whether used inside or outside the workplace.

## Rules and Guidelines

The following rules and guidelines apply to entries made on all library-related social networking sites.

1. Only authorized employees can prepare and modify content for the library's social networking sites. If an employee is required to use social media as part of assigned job duties, for library's marketing, public relations, recruitment, communications, or other business purposes, the content must be relevant, add value, and be approved by the Library Director in advance of posting. If uncertain about any information, material, or conversation, employees must contact the Library Director to discuss the content.
2. Library owns all social media accounts used on behalf of library or otherwise for business purposes, including any and all log-in information, passwords, and content regardless of the employee that opens the account or uses it and will retain all such information and content regardless of separation of any employee from employment with library.
3. If an employee's job duties require one to speak on behalf of library in a social media environment, the employee must still seek approval for such communication from the Library Director, who may require the employee to receive training before posting and may impose certain requirements and restrictions regarding the employee's social media activities.
4. All employees must identify themselves as employees of the library when posting comments or responses on the library's social networking sites. If an employee is contacted to comment about the library for publication, including any social media outlet, the request should be directed to the Library Director who will then determine the response to be provided on behalf of the library.
5. Any copyrighted information where written reprint authorization has not been obtained in advance cannot be posted.
6. All employees of the library are responsible for ensuring all social networking information complies with the library's written policies. Management is authorized to remove any content posted on a library social media site that does not meet the rules and guidelines of this policy, any other library policy, or that may be illegal, prohibited, or offensive. Removal of such content will be done at the discretion of the library without permission or advance warning.
7. Employees must not expose themselves or the library to legal risk by using a social media site in violation of its terms of use. Employees must review the terms of use of all social media sites visited to ensure compliance with those terms of service.

### **Personal Social Networking**

The library respects the right of employees to use social networking sites and does not want to discourage employees from self-publishing and self-expression. However, employees are expected to follow the rules and guidelines as set forth in this policy to provide a clear line between the employee as the individual and/or as an employee of the library. In accordance with

provision of NRS 613.135, the library will not request usernames and passwords for personal social media accounts. This policy applies to all board members, the director, employees, and volunteers. The library does not discriminate against employees who use these sites for personal interests and affiliations or other lawful purposes.

1. Employees are personally responsible for their commentary on social networking sites and can be held personally liable for commentary that is considered malicious, defamatory, obscene, threatening, intimidating, or libelous by any offended party, not just the library. Remember that what is published might be available to be read by the masses (including the library, future employers, and social acquaintances) for a long time. Employees should keep this in mind before posting content.
2. Employees are prohibited from using library equipment, including computers, licensed software or other electronic equipment, the Internet, or facilities on work time to conduct personal social networking activities. Employees are prohibited from using their work email address to register on social networking sites utilized for their personal use.
3. Employees shall not use social networking sites to harass, threaten, discriminate, or disparage against employees or anyone associated with or doing business with the library. Social media should never be used in a way that violates any other library policies or employee obligations. If an employee's social media activity would violate any of the library's policies in another forum, it will also violate them in an online forum.
4. If employee chooses to identify oneself as an employee of library, note that some readers may view the employee as a spokesperson for the library. Because of this possibility, employees are required to comply with the *Social Media Post Disclaimer* policy as set forth on the first page of this policy.
5. Employees should use good judgment about what is posted on social media and remember that anything posted can reflect on the library, even if a disclaimer is used. Employees should always strive to be accurate in their communications about the library and remember that posted statements and materials have the potential to result in liability for the employee and the library. The library encourages professionalism and honesty in social media and other communications.
6. Employees cannot post library-privileged information, including copyrighted information or library-issued documents.
7. Authorized employees posting to library-owned social media accounts may not post photographs of other employees, volunteers, members of the public, vendors, and suppliers on the library premises, nor can employees post photographs of persons engaged in library business without prior authorization by the Library Director.
8. This policy is not intended to restrict communications or actions protected or required by federal or state law.



## Owner Information

Name : Pahrump Community Library  
Address : 701 East St.  
City, State, Zip : Pahrump, NV 89048  
Phone : 775-727-5930 ext. 104  
Email : [director@pahrumplibrary.org](mailto:director@pahrumplibrary.org)  
Project Name : Verkada Desk Station  
Work Location : 701 East St.  
Proposal Date: 10/6/2025

## Contractor Information

Company Name : Desert Wire  
NV License # : 0093115  
Address : 8375 W Torino Ave  
City, State, Zip : Las Vegas, NV 89113  
Phone : 725-331-1161  
Email : [lisat@desertwire.net](mailto:lisat@desertwire.net)

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## Scope of Work

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### Turn Key Verkada Desk Station

#### Total of 1x Desk Station

Supply, install, and configure 1x Apple iPad with a Verkada Desk Station license to receive calls from Verkada intercom

Supply 1x 5-Year Verkada Desk Station License

1-Year Parts warranty on non-Verkada products

1-Year labor warranty

10-Year warranty on all Verkada products

### Verkada software licenses include:

Unlimited users and access across web and mobile platforms

Automatic firmware and cloud software updates

Unlimited cloud archiving of video clips

24/7 Verkada customer support (available via phone, email, and live chat)

*This proposal is valid for 30 days*

*To begin work, a 50% deposit is required. The remaining 50% will be due upon project completion, once you're fully satisfied with the results.*

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### Not Included

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Scissor/ boom lift rental  
110v power

Internet  
Conduit

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### Parts List

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| Part Number | Description              | Quantity |
|-------------|--------------------------|----------|
| ACCX-TBL3   | Apple Ipad 11-inch 128GB | 1        |
|             | Frieght                  | 1        |

|                        |   |
|------------------------|---|
| Cabling Labor Hours    | 0 |
| Technician Labor Hours | 3 |
| IT Labor Hours         | 0 |

|                                                     |           |               |
|-----------------------------------------------------|-----------|---------------|
| <b>TOTAL INSTALLATION MATERIAL &amp; LABOR COST</b> | <b>\$</b> | <b>669.00</b> |
| <b>Verkada 5-Year License Cost</b>                  | <b>\$</b> | <b>917.39</b> |

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*To begin work, a 50% deposit is required. The remaining 50% will be due upon project completion, once you're fully satisfied with the results.*

*This proposal is valid for 30 days*

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Printed Name

Date

## **1. Scope of Work**

Desert Wire (the "Contractor") will provide low voltage services including but not limited to the installation, configuration, and/or maintenance of surveillance systems, access control, structured cabling, audio/visual, and related infrastructure as detailed in the accompanying proposal or service agreement.

## **2. Scheduling and Access**

The Client agrees to provide timely access to the job site for the Contractor's personnel, including access to all required areas, equipment rooms, and any necessary keys or entry codes, in order to complete the work as scheduled.

## **3. Change Orders**

Any additions, deletions, or changes to the scope of work must be submitted in writing and approved by both parties. Additional charges may apply and will be documented in a revised proposal or invoice.

## **4. Payment Terms**

Unless otherwise agreed upon, a 50% deposit is due prior to the commencement of work, with the remaining balance due upon completion. Late payments may be subject to a service charge of 1.5% per month (or the maximum rate permitted by law).

## **5. Labor Warranty**

All installation labor performed by Desert Wire is covered by a **1-year warranty** from the date of completion. This warranty covers workmanship defects only. It does not include equipment failure (covered by manufacturer warranties), damage caused by misuse, acts of nature, third-party interference, or unauthorized modifications.

## **6. Equipment Warranty**

All hardware and materials supplied by the Contractor are subject to the original manufacturer's warranty. The Contractor will assist with warranty claims within the labor warranty period but is not liable for delays or decisions made by manufacturers.

## **7. System Support**

Ongoing support and system maintenance beyond the labor warranty period are available under a separate service agreement. Emergency or after-hours service requests may incur additional charges.

## **8. Limitation of Liability**

The Contractor shall not be liable for indirect, incidental, or consequential damages, including but not limited to loss of profits or data, arising from the use or inability to use the installed systems.

**9. Termination**

Either party may terminate the agreement with written notice if the other party materially breaches its obligations and fails to cure such breach within 10 business days of receiving notice.

**10. Governing Law**

This agreement shall be governed by 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.

## END USER AGREEMENT

This End User Agreement ("**Agreement**") is entered into by and between Verkada Inc. ("**Verkada**") and Pahrump Community Library, a Nevada Public Library ("**Customer**"), and governs the purchase and use of the Products (as defined below) by Customer. This Agreement is effective as of the date last signed below.

Verkada and Customer agree as follows.

### 1. DEFINITIONS

The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of the Agreement.

"**Claim**" means any third party claim, action, demand, suit, or proceeding made or brought against a party to this Agreement.

"**Customer Data**" means all data provided by Customer to Verkada through the Products but excludes System Data (defined below).

"**Documentation**" means the online documentation regarding the Hardware, available at [www.verkada.com/docs/](http://www.verkada.com/docs/) or as otherwise provided within the Hosted Software.

"**DPA**" means the then-current Data Processing Addendum available at <https://legal.verkada.com/#cdpa>.

"**Firmware**" means the software developed and maintained by Verkada that is stored on the Hardware and enables the basic functioning of the Hardware and its communication with the Hosted Software.

"**Hardware**" means the Verkada hardware products, including security cameras, access control units, alarm units, and environmental sensors.

"**Hosted Software**" means Verkada's Software-as-a-Service system, currently known as "**Command**," and related infrastructure made available to Customer to manage and configure the Hardware.

"**License**" means each license SKU set forth on a Purchase Order.

"**License Term**" means, subject to Section 2.1 below, the period starting on Product shipment and continuing for the length of time indicated in the License SKU set forth on the applicable Purchase Order (plus a 30 day period).

"**Partner**" means a third-party authorized by Verkada to resell the Products, to whom Customer has delivered an ordering document to purchase such Products.

"**Product Feature(s)**" means a unique feature set within the Hosted Software that is identified by a particular stock keeping unit (SKU) on a Purchase Order.

"**Products**" means, collectively, the Software, Hardware, Product Features, Documentation, and all modifications, updates, and upgrades thereto and derivative works thereof.

"**Product-Specific Terms**" means the then-current terms for certain features, functionality, and/or services included as part of or with the Products available at <https://legal.verkada.com/#product-specific-terms>.

**"Purchase Order"** means each order document submitted to Verkada by a Partner on behalf of Customer, and accepted by Verkada, indicating Partner's firm commitment to purchase the Products for the prices set forth therein.

**"Service Level Agreement"** means the then-current Service Level Agreement available at <https://legal.verkada.com/#sla>.

**"Software"** means the Firmware, Hosted Software, and any other software that Verkada makes available for download by the Customer.

**"Support"** means the technical support services and resources available at [www.verkada.com/support](http://www.verkada.com/support).

**"Supported Third Party Devices"** means non-Verkada hardware products, including certain third party wireless locks and/or video cameras, which Customer may manage via the Software.

**"System Data"** means configuration information, log and event data, Product performance data, and statistics regarding Customer's use of the Products.

**"Users"** means employees of Customer, or other third parties, each of whom are authorized by Customer to use the Products on Customer's behalf.

## 2. LICENSE AND RESTRICTIONS

**2.1 License to Customer.** When Customer purchases a License, Verkada grants Customer a royalty-free, nonexclusive, non-transferable (except under [Section 12](#)) worldwide right during the License Term to use the Software, subject to the terms of this Agreement. Customer must purchase one or more Licenses to use the Software for at least the number and type of Hardware units, Supported Third Party Devices, and/or Product Features that the Customer manages by means of the Software (collectively, **"Valid Licensing"**); however, Customer may authorize an unlimited number of Users to access and use the Software. If Customer purchases additional Licenses, either in connection with the purchase of additional Hardware units or renewal of Licenses for existing Hardware units, the overall License Term will be modified such that the License Term for all Licenses purchased will expire and terminate on the same date. If Customer does not maintain Valid Licensing, then (i) Customer will have limited or no access to Customer Data, Product Features, and the Software, and (ii) the Hardware will not function as designed. Certain Products are subject to the Product-Specific Terms.

**2.2 License to Verkada.** During the License Term, Customer will transfer Customer Data to Verkada while using the Products. Customer grants Verkada a non-exclusive right and license to use, reproduce, modify, store, and process Customer Data solely to maintain the Products and provide them to Customer. Customer represents and warrants that it possesses the necessary rights and authority to grant Verkada the rights set forth in this [Section 2.2](#) with respect to Customer Data.

**2.3 Restrictions.** Customer will not and will ensure its Users do not: (i) use (or allow a third party to use) the Products for any competitive purposes (other than for routine product comparison purposes), including monitoring or testing their availability, security, performance, or functionality, in each case without Verkada's express written consent; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, tamper with the Hardware, or copy the Products or any of their components; (iv) collect any Customer Data with the Products without first providing all required notices or obtaining necessary licenses, authorizations, approvals, or consents (including from data subjects) as required under applicable law; or (v) use the Products to conduct any fraudulent or malicious activities or otherwise in violation of applicable law or regulation (each of (i) through (v), a **"Prohibited Use"**).

## 3. COURTESY RETURNS; HARDWARE WARRANTY AND WARRANTY RETURNS

**3.1** Courtesy Returns. Customer may return up to \$250,000 worth of Products (as reflected in the net price set forth on one or more Purchase Order(s)) for any reason within the 30-day period starting on the shipment date of such Products (a "**Courtesy Return**"). To initiate a Courtesy Return, Customer must send a request for a Courtesy Return by email within such 30-day period either to (a) the Partner that submitted the Purchase Order(s) for the Products to be returned or (b) the Verkada sales representative responsible for Customer's account, and include the serial numbers of the Products to be returned.

**3.2** Hardware Warranty. Verkada represents to the original purchaser and user of the Hardware that, for the period set forth in the applicable Documentation from the date of shipment to the location specified on the Purchase Order, the Hardware will be substantially free of defects in materials and workmanship ("**Hardware Warranty**").

**3.3** Remedy for Breach of Hardware Warranty. Customer's sole and exclusive remedy and Verkada's (and its suppliers' and licensors') sole and exclusive liability for a breach of the Hardware Warranty will be, in Verkada's sole discretion, to replace the non-conforming Hardware. Replacement may be made with a new or refurbished product or components. If the Hardware or a component within it is no longer available, then Verkada may replace the Hardware unit with a similar product of similar function. Any Hardware unit that has been replaced under the Hardware Warranty will be covered by the terms of the Hardware Warranty for the longer of (a) 90 days from the date of the delivery, or (b) the remainder of the original Hardware Warranty period. Customers engaging in a Prohibited Use serves to void the Hardware Warranty.

**3.4** Warranty Returns. To request a return under the Hardware Warranty, Customer must notify Verkada or the Partner within the Hardware Warranty period. To initiate a return directly to Verkada, Customer must send a return request to Verkada at support@verkada.com and clearly state details on where and when Customer purchased the Hardware, the serial numbers of the applicable Hardware unit(s), Customer's reason for returning the Hardware, and Customer's name, mailing address, email address, and daytime phone number. If approved, Verkada will provide Customer with a Return Materials Authorization ("**RMA**") and prepaid shipping label via email that must be included with Customer's return shipment to Verkada. Customer must return the Hardware unit(s) listed in the RMA with all included accessories with the RMA within the 14 days following the day on which Verkada issued the RMA.

#### **4. VERKADA OBLIGATIONS**

**4.1** General. Verkada will provide the Products in conformance with this Agreement, the Purchase Order(s), and applicable Documentation.

**4.2** Availability. Verkada will make the Hosted Software available in accordance with the terms of the Service Level Agreement.

**4.3** Support. Verkada will provide Support to Customer in order to resolve any errors, bugs, or similar issues Customer experiences with the Products or provide a suitable workaround. The fee for Support is included in the cost of the License. As part of a Support case, Customer may grant access, in its sole discretion, to a member of Verkada's Support team through functionality provided in the Hosted Software for a length of time determined by Customer.

**4.4** Maintenance. Verkada will use commercially reasonable efforts to maintain the Products and implement updates, upgrades, and fixes as necessary to meet its obligations under this Agreement.

#### **5. CUSTOMER OBLIGATIONS**

**5.1** Payment; Compliance. Customer is responsible for paying Partner for the Products pursuant to Partner's invoice(s). If Customer is delinquent on fees, Verkada may pursue payment directly from Customer if Partner is unable to or chooses not to pursue such fees itself. Customer will, and will ensure its Users, use the Products only in accordance with the Documentation and in compliance with all

applicable laws. Customer will not export or re-export the Products or use the Products to provide services in violation of applicable export and economic sanctions laws and regulations. If Customer operates in a regulated industry, Customer represents that it has obtained all necessary licenses and/or permits necessary to operate its business and complies with all applicable laws regarding the conduct of its business. Verkada reserves the right to suspend use of any Products operating in violation of the obligations of this Section 5.1, following written notice to Customer.

**5.2 Account Administration.** Customer is responsible for identifying individuals within Customer's organization to act as administrator(s) of Customer's account. Such person(s) will, among other things, monitor and manage access privileges of other Users and have the authority to act for Customer in connection with any actions, such as feature opt-ins, taken by such persons within the Hosted Software. Customer will verify, including ensuring that any third-party installer verifies, that all Hardware Products purchased are properly claimed into Customer's account within the Hosted Software before installation, and on renewal, as described in the Documentation.

## **6. TERM AND TERMINATION**

**6.1 Term.** The term of this Agreement will commence on the Effective Date and will continue for the duration of the License Term.

**6.2 Termination for Cause; Suspension.** Either party may terminate this Agreement for cause (i) if the other party commits a material breach of this Agreement and, if such breach is capable of remedy, fails to remedy the breach within 30 days of being notified to do so; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. For purposes of clarity, a material breach of the Agreement includes Customer's failure to purchase and/or maintain a sufficient number of Licenses, as required by Section 2.1. Verkada may temporarily suspend Customer's use of the Products or access to the Hosted Software if necessary to comply with applicable law.

**6.3 Effect of Termination.** If the Agreement expires or terminates, then all rights to access the Hosted Software (including Customer Data) will terminate. If Customer terminates this Agreement in accordance with Section 6.2, then Verkada will refund Customer (via the Partner) a pro rata portion of any prepaid fees applicable to the remaining License Term. The following provisions will survive any expiration or termination of the Agreement: Sections 2.3, 6.3, 7, 9, 10, 11, and 12, and any other provisions that, by their nature, would reasonably be considered intended to survive.

## **7. CONFIDENTIALITY**

**7.1 Confidential Information.** Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") constitutes the Disclosing Party's confidential information ("**Confidential Information**"). Verkada's Confidential Information includes the Products and any information conveyed to Customer in connection with Support. Customer's Confidential Information includes Customer Data. Confidential Information does not include information which is: (i) already known by the receiving party without an obligation of confidentiality other than under this Agreement; (ii) publicly known through no fault of the Receiving Party; (iii) rightfully received from a third party without a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

**7.2 Confidentiality Obligations.** Each party will use the Confidential Information of the other party only as necessary to perform its obligations under this Agreement, will not disclose the Confidential Information to any third party, and will protect the confidentiality of the Disclosing Party's Confidential Information with a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share the other party's Confidential Information with those of its employees, agents and representatives who have a need to know such information and who are bound by confidentiality obligations at least as

restrictive as those contained herein (each, a “**Representative**”). Each party shall be responsible for any breach of confidentiality by its Representatives.

**7.3 Additional Exclusions.** A Receiving Party will not violate its confidentiality obligations if it discloses the Disclosing Party's Confidential Information if required by applicable law, including by court order, subpoena, or similar instrument so long as the Receiving Party (if legally permitted) provides the Disclosing Party with written notice of the required disclosure to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed. Notwithstanding the foregoing, the disclosure of Confidential Information shall be subject to the provisions of Nevada Revised Statutes, Chapter 239 and other applicable law.

## **8. DATA PROTECTION**

Verkada secures the Software and Customer Data in accordance with the security practices available at [www.verkada.com/trust/security-controls](http://www.verkada.com/trust/security-controls). Verkada will process all Customer Data in accordance with the DPA.

## **9. OWNERSHIP**

**9.1 Verkada Property.** Verkada owns and retains all right, title, and interest in and to the Software and the System Data, and owns all intellectual property embodied in the Hardware and accessories. Except for the limited license granted to Customer in [Section 2.1](#), Verkada does not transfer any rights in the Products to Customer, and Customer will take no action inconsistent with Verkada's intellectual property rights in the Products.

**9.2 Customer Property.** Customer owns and retains all right, title, and interest in and to the Customer Data and does not transfer any rights in the Customer Data to Verkada, except for the limited license set forth in [Section 2.2](#).

## **10. INDEMNIFICATION**

**10.1 By Verkada.** Verkada will indemnify and defend Customer, its affiliates, and their respective owners, directors, members, officers, and employees (collectively, “**Customer Indemnitees**”) from and against any Claim, and the attorneys' fees and court and investigative costs of Customer Indemnitees, alleging that Customer's use of the Products infringes or misappropriates any patent, trademark, copyright, or any other intellectual property of such third party.

Verkada will pay any damages finally awarded against any Customer Indemnitees by a court of competent jurisdiction as a result of any such Claim, or any final settlement of such Claim, so long as Customer (i) gives Verkada prompt written notice of the Claim, (ii) gives Verkada sole control of the defense and settlement of the Claim (provided that Verkada may not settle any Claim without the Customer Indemnitee's written consent, which will not be unreasonably withheld), and (iii) provides to Verkada all reasonable assistance, at Verkada's request and expense.

If Customer's right to use the Products hereunder is, or in Verkada's opinion is likely to be, enjoined as the result of a Claim, then Verkada may, at Verkada's sole option and expense procure for Customer the right to continue using the Products under the terms of this Agreement, or replace or modify the Products so as to be non-infringing and substantially equivalent in function to the claimed infringing or enjoined Products.

Verkada will have no indemnification obligations under this [Section 10.1](#) to the extent that a Claim is based on or arises from: (a) use of the Products in a manner other than as expressly permitted in this Agreement; (b) any alteration or modification of the Products except as expressly authorized by Verkada; (c) the

combination of the Products with any other software, product, or services (to the extent that the alleged infringement arises from such combination); or (d) specifications provided by Customer. This Section 10.1 sets forth Verkada's sole and exclusive liability, and Customer's exclusive remedies, for any Claim of infringement or misappropriation of intellectual property.

**10.2 By Customer.** Customer will indemnify and defend Verkada, its affiliates, and their respective owners, directors, members, officers, and employees (together, the "**Verkada Indemnitees**") from and against any Claim, and the attorneys' fees and court and investigative costs of Verkada Indemnitees, related to: (a) Customer or its Users engaging in a Prohibited Use; and (b) Customer's indemnity obligations under the Product-Specific Terms (if applicable). Customer will pay any damages finally awarded against any Verkada Indemnitee by a court of competent jurisdiction as a result of any such Claim, or any final settlement of such Claim, so long as Verkada (i) gives Customer prompt written notice of the Claim, (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Verkada's prior written consent which will not be unreasonably withheld), and (iii) provides to Customer all reasonable assistance, at Customer's request and expense.

## **11. LIMITATIONS OF LIABILITY**

**11.1 Disclaimer.** EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN THIS AGREEMENT, VERKADA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY RELATING TO THE PRODUCTS OR SUPPORT, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, VERKADA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. VERKADA DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THAT USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. VERKADA MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR RELIABILITY OF ANY FEATURES WITHIN THE HOSTED SOFTWARE THAT MAKE USE OF ARTIFICIAL INTELLIGENCE OR MACHINE LEARNING MODELS, INCLUDING FACIAL RECOGNITION TECHNOLOGY, AND DISCLAIMS ANY RESPONSIBILITY OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY FALSE IDENTIFICATION OR MISIDENTIFICATION ARISING FROM USE OF SUCH FEATURES. CUSTOMER AGREES THAT THESE FEATURES ARE PROVIDED ON AN "AS IS" BASIS, AND THE ENTIRE RISK AS TO THE PERFORMANCE OF THESE FEATURES AND THE QUALITY OF THE INFORMATION DERIVED THEREFROM IS WITH CUSTOMER. IF ANY OF SUCH INFORMATION IS INCORRECT, CUSTOMER ASSUMES THE COST OF ANY CORRECTION.

**11.2 No Consequential Damages.** NEITHER PARTY, NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES OF ANY OF THEM, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

**11.3 Direct Damages Cap.** EXCEPT WITH RESPECT TO EXCLUDED CLAIMS AND UNCAPPED CLAIMS, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE USE OF THE PRODUCTS UNDER THIS AGREEMENT DURING THE 24-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM (THE "**FEES PAID**").

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE THE CLAIMANT'S SOLE AND EXCLUSIVE REMEDY.

**11.4 Excluded Claims Cap.** "**Excluded Claims**" means any claim and/or liability associated with: (a) both party's indemnification obligations in Section 10; (b) any breach by Verkada of the DPA, Section 8 (Data Protection), or other data privacy and security obligations. Each party's total, cumulative liability for all Excluded Claims will not exceed two (2) times the Fees Paid.

**11.5 Uncapped Claims.** "**Uncapped Claims**" means any claim or liability associated with: (a) Customer's breach of Section 2.2 (License to Customer Data), Section 5.1 (Compliance), and Sections A.3 and A.7 of the Product-Specific Terms (if applicable); (b) either Party's breach of confidentiality (but excluding any liability associated with Verkada's security obligations with respect to Customer Data, which remains subject to the Excluded Claims cap); or (c) any liability of a Party which cannot be limited under applicable law, including gross negligence, recklessness, or intentional misconduct. Neither Party will be entitled to any limit on direct damages as set forth in Section 11.3 with respect to Uncapped Claims.

## **12. MISCELLANEOUS**

This Agreement, including the DPA, Product-Specific Terms, and the Service Level Agreement, which are hereby incorporated by reference into the Agreement, is the entire agreement between Customer and Verkada and supersedes all prior or contemporaneous agreements and understandings concerning its subject matter and may not be amended or modified except by a writing signed or electronically acknowledged by authorized personnel by both parties. Customer and Verkada are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Verkada. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. Any notice provided by one party to the other under this Agreement will be in writing and sent either (i) by overnight courier or certified mail (receipt requested), in the case of Customer to Customer's address on record in Verkada's account information and in the case of Verkada, to 406 E. 3<sup>rd</sup> Ave., San Mateo, CA 94401, or (ii) by electronic mail to Customer's email address on record in Verkada's account information or to Verkada at legal-notice@verkada.com. If any provision of this Agreement is found unenforceable, the Agreement will be construed as if such provision had not been included. Neither party may assign this Agreement without the prior, written consent of the other party, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets. In the event of an assignment by Customer in connection with an acquisition of Customer or a sale of all or substantially all of Customer's assets, Customer's License may be transferred to the party acquiring Customer or purchasing all or substantially all of its assets, subject to Verkada's prior written consent, such consent not to be unreasonably withheld. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Electronic copies of such signed copies will be deemed to be binding originals.

A party will not be liable for any failure to perform caused by circumstances beyond its reasonable control including, but not limited to, acts of God, fire, flood, acts of war, pandemics, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation (each, a "**Force Majeure Event**"). If a Force Majeure Event lasts longer than five (5) business days, the parties will meet to determine if performance under the Agreement can resume as agreed. If the parties cannot agree, then Verkada may terminate the applicable Purchase Order or this Agreement.

- 13.** Except as set forth in Section 13 below, all claims, disputes, or controversies arising out of or relating to this Agreement are governed by the laws of Nevada without reference to conflict of law rules. If any disputes arise, the parties will first attempt to resolve the dispute informally via good faith negotiation. If the dispute has not been resolved after thirty (30) calendar days, the parties will resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief) by proceeding to file a complaint in the court of competent jurisdiction. 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. **U.S. PUBLIC SECTOR CUSTOMERS**

Notwithstanding any provision to the contrary, if Customer is a:

(i) U.S. federal government entity, then (a) the Agreement is governed by applicable U.S. federal law, (b) Customer's indemnification obligations under this Agreement will be limited to the extent allowed by applicable U.S. federal law, and (c) if Customer is legally prohibited from providing any indemnity, none will apply. Also, this Agreement shall not be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S. In addition, the Products (including the Software and Documentation) consist of commercial items, including commercial computer software and associated documentation, as defined in applicable U.S. Federal Acquisition Regulations and the Defense Federal Acquisition Regulation Supplement, and were developed solely at private expense. As such, Customer's rights in the Software and Documentation are as set forth in this Agreement.

(ii) U.S. state, county, or city entity, then (a) Customer's indemnification obligations under this Agreement will be limited to the extent allowed by applicable state law without waiving sovereign immunity, and (b) if Customer is legally prohibited from providing any indemnity, none will apply.

*Signatures on following page*

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

**Pahrump Community Library**

By:

Name  
:

Title:

Date:

**Verkada Inc.**

By:

Name  
:

Title:

Date: