

Board Meeting Minutes – draft 4/10/23

The meeting started with a prayer said by Brian Jacobs. It was followed by the Pledge of Allegiance (Item 3), led by Board of Trustees member Mathew Morris.

Item 1- Call to Order: The meeting was called to order at 10:03 a.m.

Item 2- Member Roll Call: Present were Chairman John Shewalter, Vice Chair Brian Shoemake, Board Trustee Dave Ochenreider, Board Trustee Dee Mounts, Board Trustee Mathew Morris, Director Vanja Anderson, Assistant Director Shanna Gibbons, Children's Director Alysha Wogee, Reference Director Andrew Karneges, District Attorney Brian Kunzi and library Liaison/Commissioner Frank Carbone. Deputies from the Nye County Sheriff's office were also present. Finally, the guests present were members of the public. Our new board member Mathew Morris was introduced.

Item 3- The Pledge of Allegiance was recited prior to the call to order.

Item 4- Trustee/Director/Liaison Comments:

Vanja Anderson- Budget has been completed and turned in for review to Dan McArthur.

A paper that needs to be signed okaying this review was passed around.

Director Anderson continued by saying that any board member could sign it. She mentions in May that we will need to have it as an agenda item to review the budget. One meeting for the tentative budget and two weeks later, a meeting to discuss the final budget. It is suggested by Dan MacArthur that the whole board sit down, or the director and the board can sit down one-on-one to review the library's five-year capital improvement plan. She will let the chair decide what he wants to do.

John Shewalter- Said he will make a note of the budget meetings and with the five-year capital improvement plan, Director Anderson can set that up however she sees fit. No more than two board members can have this discussion with Director Anderson.

Nothing to share from other members of the board, Liaison or District Attorney at this time.

Item 5- Approval of the Agenda: Item 7 (Emergency item) was stricken from the agenda.

Item 6- General Public Comment:

Each member of the public will be given 3 minutes to speak on items concerning the library.

Nicole Walters- She runs *No Opinion News*, and she explained what her organization does. She wanted to thank the board of trustees and has asked that librarians post events in more local groups.

Muriel Areno- Thanks the board for putting back up Joan Lewis's picture (the library's first director). She said that since we have a plaque in the library with all the past board members, it would be nice to have one with all the past directors. However, that is just a suggestion. Also, some comments were made at the last town of commissioners meeting, and she wanted to reassure Dee Mounts that she has nothing to fear. She did feel like Mount's comment was a bit exaggerated, but Ms. Areno and other groups are here, because they want what is best for the library.

Helen Schneider- She mentioned that she went to the last commissioner's meeting and there was some discussion about a group. Yes, she is involved in a group that includes two people, who are concerned about the library. She is happy that the District Attorney is here and that the officers are present. She hopes the board meetings will stay civil and that things will improve.

Laura Larsen- She informs the board that a senior producer has been indicted on three counts of child pornography. When is this going to stop? Unless we all stand up and say our children are our future, do we really want to push these ideals that have gone on for centuries. What do we have to show for our nation's future? She wants our children to be happy and thanks the board for improving the library. She is thinking about her autistic daughter's future.

Bruce Shoenberger- He thanks people for coming. He was part of a rally on Saturday the 8th with a fantastic turn-out. He explained that we are all Americans, and we need to come together and stand up for what is right. There will be more rallies in the future, and he will let us know when those are happening.

Item 8- Approval of the Minutes: Brian Shoemake made a motion to accept the minutes of the March 13, 2023, Library Board of Trustee's meeting. Dee Mounts seconded the motion.

No public or board comments were made for this agenda item. The board voted to approve the minutes of the March 13, 2023, Library Board of Trustee's meeting 5-0.

Item 9 was skipped by accident and Item 10 was conducted. Assistant Director Shanna Gibbons spoke up and got everyone back on track.

Item 9- Presentation of Treasurer's Report: Director Anderson presented the treasurer's report on expenditures and revenues for March 2023, as found in the backup.

There were no public comments.

Board Discussion: John Shewalter asked about the expenses under petty cash. Director Anderson explained that all the Amazon purchases have been paid for with petty cash. Since we no longer have an account with Amazon and use a credit card only. Shewalter also asked about the carpet cleaning since it cost \$5,000. Director Anderson explained that she had the carpets cleaned in the entire library by Peter's Carpet Cleaning. Director Anderson explained that the carpets were cleaned because it has not been done since 2019. When going forward with it, the carpet cleaning will be half that price. Shewalter feels that having the carpets cleaned is reasonable, but not for that price in the future. Shewalter asked if the cleaning was done okay, and Director Anderson said yes. Dave Ochenreider had a question about page 14, that he did not see in the minutes. He was redirected by Shewalter, that that page was the signature page for the vouchers. Brian Shoemake asked Director Anderson if things are running smoothly with the security network. Director Anderson explained that the only problem was the library's internet went down, but we were not alone. The school's internet went down too. She said she is still waiting to hear back from VEA on what is causing the issue. Chris Marini suggested we get a second internet service that we can use as a backup. Shoemake asked if VEA is unreliable since we may need a second option? Director Anderson mentioned that it would be worth discussing it with the IT department, but as far as she is concerned the library is running smoothly.

Item 10- Approval of Payment Vouchers: Brian Shoemake made a motion to approve the payment vouchers for the period of March 2023, to April 2023. The motion was seconded by Mathew Morris.

There was no board discussion or public comments. The board voted to approve the payment vouchers 5-0.

Item 11- Presentation of Librarian's Report:

Vanja Anderson- Read her report, that can be found in the backup.

Shanna Gibbons- Reported on the February 2023 library activities, which included patron traffic, books checked out, books returned, internet usage, website usage and materials added. See report in backup for more information. Ms. Gibbons also reported on Fine Amnesty, where \$437 in fines were waived and \$86 in fines was paid. There was also an Easter Basket Raffle where the library got \$141 selling tickets.

Alysha Wogee- reported on the children's programs: STEAM, Baby Time, Story Time, no Train Workshop, no Game Day, no Holiday Parties, and Teen Library Club. Ms. Wogee also shared with the board and public about programs coming up, like the 2023 Summer Reading Program. Shoemake asked Ms. Wogee about the Dr. Seuss passive program and she explained that the Youth Department hosts it every March for Dr. Seuss's birthday. Children and teens write their favorite Dr. Seuss book on a Cat in the Hat, hat and it is hung in the Youth Services tree for all to see. Shoemake also asked if the Youth Department has Dr. Seuss books. Ms. Wogee said that her collection has Dr. Seuss books, both banned and not. More questions were asked about why Dr. Seuss books were banned, which was due to nationwide controversies.

Shewalter asked Ms. Wogee why the banned books were pulled from the collection, and she explained that the library was worried about theft. The books are still available for patrons to look at, at this time though.

Item 12- For Possible Action: Shoemake made a motion to approve, amend and approve or reject 1) estimate number 11242 by Industrial Light and Power, LLC to provide electrical changes per Arch Flash Coordination Study Engineer's Report in the amount of \$9,611.00 and 2) to fund from capital improvements funds. Ochenreider seconded the motion.

Each member of the public will be given 3 minutes to speak on items concerning the library.

Public Comments:

William Lovegren- He has experience in the light and power industry, and asked the board what percent of amp are they checking for? Is it 10 or 15 amps? He said that depending on the percentage that the library has, will also depend on the gigs. For instance, if the library is running on 14 gigs, it may need 12 gage wire. He said that there may also be a cost if wiring is not up to code.

Lora Stewart- She would like the totals from Industrial Light and Power. Of how much everything has cost and for what.

Bruce Shoenberger- He specialized in construction and is not sure why the amp needs to be boosted. He feels the board should have a committee to look at this stuff, especially for people who do not understand.

Shoemake explained that they are trying to bring the library up to code. Shewalter also explained what the contractor's report said and the contractor's responsibilities.

Jenny Okawa- Said that Shoemake said that the board is trying to bring the library up to code. We just spent all this money, and we are not up to code?

Shoemake explains that he wants to make sure the wiring can carry the load. That the board is discovering things along the way that need to be fixed.

Shewalter said that no reasonable person would want hanging wires in a building, with how much amp they are supposed to carry.

Morris says that wires need to be able to carry so many amps, until they cramp out.

The board voted on the item, 0-5 and the item was passed.

Item 13- For Possible Action: Shoemake made a motion to have a discussion and deliberation to re-catalog books from the area of the library that is dedicated to youth services, based upon the book's educational suitability, appropriateness to age and grade level. Mounts seconded the motion. The motion passed.

Shewalter explained to the public that this item is very narrow. That the board is deciding whether or not to create a policy to re-catalog books.

Each member of the public will be given 3 minutes to speak on items concerning the library.

Public Comment:

Bill Carns- Fixed the podium's microphone and then sat down.

Bruce Shoenberger- Asked what rules under what delegations, dictates what is good for youth? He said values need to be respected.

Muriel Areno- Says that the decision on what children should and should not read belongs to the parents. No one thinks the same. We also have the first amendment and should be able to read what we want. We need common sense, and we can get that from books. Children need to know about other places.

Nicole Walters- When it comes to making sure if a book is appropriate, that is the parents choice. Often books that are available go by national things. It is her job to protect her child and no one else's. Such choices are a parent's job until the child turns 18.

Kelly Green- She is a retired school librarian. Believes that parents have the job to choose. The library is public. We should leave the choice up to all parents. If parents or children are uncomfortable, then it should be used as a teachable moment. Books should be available to all families.

Bill Newyear- Asks what the board is considering on re-cataloging? Why are they considering changing things?

Jacob Smith- He was born and raised in Pahrump. He is a part of the American Civil Liberties Union (ACLU). He is concerned about this decision. Hopes the board remains constitutional.

Laura Larsen- She approves of the fact that books need to be moved. We need to make sure that things are appropriate. She also submitted an American Psychiatric document for the record.

Helen Schneider- Believes parents are responsible for assisting children with their book choices. She mentioned that the bible has been banned.

Diane Davis- She asked for understanding; are the books to be re-cataloged in Youth? When she was a seven-year-old, she did not know boys vs. girls. She prayed to God to be a boy. She wanted to be a boy because they were the ones who could climb trees, ride horses, etc., while the girls had to learn to clean, cook and raise children. She believes that books influence people and that children do not know what they want until they are older.

William Lovegren- His daughter has been a part of the children's and teen programs at the library. He has seen big changes and not all are good. There is a system to keep in mind and he is tired of people trying to censor materials. If it is so bad, why do we not just move it, and put a sheet over it like they do with rated R movies? He agrees that certain books should not be in the youth collection and would like them moved.

Thomas Rasmussen- He does not agree with separating books. Not everyone is of the same mind. He is not a Christian and does not pray. Everyone comes in all shapes and sizes. All children should be represented, if they are not based on a diverse belief or characteristic, then that is sending a message that they are not socially acceptable. They are a part of our community. We have librarians, it is their job to decide what materials to provide the community. We do not need a special policy. It is unnecessary.

Gene Fisher- She congratulates the board for this decision. They are not banning it, but moving materials that are not appropriate to another location in the library. Parents are the ones who make the decisions, not the children.

Charles Spurrier- This is his first board meeting. He has read the Pahrump news regarding what has happened at the library. Books have been banned before, such as "Fahrenheit 451." He reads a passage from the book. The board needs to consider what they are reading. Could such issues be a slippery slope?

Bruce Hofficker- Agrees that parents are responsible. Curious why there needs to be a policy. If adopted, who will decide what books stay? He paused, waiting for the board to answer and said it was a simple question.

Brian Kunzi spoke up due to some negativity going on. He said that the board will decide the policy.

Eileen Fisher- She worked in a library. She said the director buys the books. Ms. Fisher said she raised two daughters and knows what books are suitable for them. She does not want children to see certain books. She is not against certain books, but the parents need to be the ones who decide what their children should and should not read.

Chelsea Fisher- She is Christian and against pushing views on other people. She is against books like "Gender Queer," "All Boys Aren't Blue" and anything with porn. Such titles should not be in the library. Romance books should not be read where there are children. If parents are not concerned about what books are available, then they should not be parents.

Chris Montgomery- He works with children at a youth theater. He has had people who are LGBTQ. He mentioned that there is a special day for Dr. Seuss, and it is celebrated in schools. Dr. Seuss illustrated children's books, for porn and political advertisements. Dr. Seuss is also beloved by families across the nation. Mr. Montgomery says he loves children's books and that each book has a different category they belong in. If we are being honest, families can go online and order anything they want. So, why the sudden push?

Alysha Wogee- She is the Children's Department Head at the Pahrump Community Library. Ms. Wogee said that when she saw the agenda item, she talked with her youth staff about what their thoughts were. She asked several questions to the board, like what books do they wish to re-catalog? Where do they want to put these books? She also said that books may be going through a phase right now and that is why we may be getting books concerning a particular subject. She also said that it is up to the parents to decide what is appropriate or not for their children. Pahrump has such a diverse population of children, and it is important to include diversity and inclusion in our book collection. She said she is sad that families were unable to come to her about these issues they had with the collection. She is willing to make it work for the community she serves. Also, as a librarian she must remain neutral and cater to all, and not just one individual group.

Board Comments:

John Shewalter- Answers some of the public's questions. He asked for a complaint he received to be passed around to those who wanted it. It was an email detailing an issue with a certain book in the youth collection. Furthermore, he referenced some books he checked out, that some of them have foul language in them. Director Anderson mentioned to him that she does not like foul language, so he asked why have it in the books? The email that was passed out was added to the record. Shewalter read the library's material selection collection policy. It says that "checkout rests solely with parents or legal guardians." He has an 8-year-old granddaughter. Does he have to be a supervisor, so she does not read certain books? He also discussed an NPR article on LGBTQ suicides. He does not want a child to commit suicide, and their reasoning having been because they read a book from this library. The law does not allow children to drink until a certain age, because there is a reason. He has no interest in banning books. Honestly, he prefers such books did not exist. However, he said you should be able to read anything you want to read. There are books that will give his granddaughter insight into different things, but they do not need to be in the children's section.

Brian Shoemake- He has no intention of banning any books. He would prefer that none of these such books existed. However, you should be able to read anything you would like to read. Books should be categorized based on appropriateness. There should be parental guidance for certain books. Youth cannot make certain decisions. We are supposed to protect those most vulnerable. Children under-aged are unsupervised at times. Books that are considered taboo, children flock to because they are curious. We should not be putting books in their hands that promote these ideals. Since our standards are not up, then we need to make a policy. Since children do not understand the consequences, we make policies. If we fail, we fail as a nation. It affects us all. When re-cataloging books, we are not here to push these ideals on our children. We will make a policy to reflect our community.

Dave Ochenreider- Thinks the board should consider a committee of parents to look at this issue.

Dee Mounts- She mentions that a 12-year-old committed suicide. She says we should not be surrogate parents. Wanted to ask the author of the article that came out a couple days ago in the newspaper a question (for the record), why ban books? That accusation is not true. She does not want kids to kill themselves because we left an inappropriate book in the Youth Services department.

Mathew Morris- This is our community. Everything done decently needs order. Why not have a policy for this? This will help us serve the community better.

Brian Kunzi- Assures the public that there will be legal council when drafting the policy. They will do what is appropriate. What he has seen in the press is disheartening. There is no banning or burning of books going on here. It is all about parental control. We need to have control over what a child sees. It will be a careful process and he will enforce it.

All ayes, item passed to make a policy to re-catalog youth books based on their educational suitability, appropriateness to age and grade level. Vote was 5-0.

Item 14- Trustee/Director/Liaison Comments: This item is limited to announcements or topics/issues proposed for future workshops, committees, and agendas.

Dee Mounts- Thanked the public for coming. She congratulated them on their good parenting. Based on the comment said earlier about her being afraid of the public at the commissioner's meeting, she said she did not want the deputy here because she is afraid but to keep the meetings civil. People twist things. She can handle herself.

Dave Ochenreider- He thanked all those who commented. They will do this by upholding the law.

Brian Shoemake- For possible future agenda, he wants to address classified information that they need access to. To further complete the security needed for the library.

John Shewalter- He explains that he wants the sheriff here due to safety. It was not a desire, but a demand to keep meetings good. If someone wants to find out what is true, then they need to come to the meetings and find out.

Item 12- Adjournment at 12:15 p.m.

Vendor Name	Item	Recurrence	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April
1000 Bulbs	Lights	As Needed		\$ 124.18										
A and H Insurance	Insurance	Annual	\$ 25,866.89								\$ 175.00			
ALA	Professional Org	Annual		\$ 50.00										
ARSL	Professional Org	Annual	\$ 1,069.74	\$ 1,070.24	\$ 792.83	\$ 623.81	\$ 491.34	\$ 1,937.28	\$ 510.41	\$ 202.75	\$ 517.01	\$ 135.99		
Amazon	Books/Equipment	As Needed	\$ 172.20	\$ 172.20	\$ 1,471.26	\$ 376.44	\$ 184.53							
AT&T	Phone	Monthly	\$ 1,780.00					\$ 79.50						
Atoz databases	Database Service	Annual												
Awards Plus	Supplies	As Needed												
Baker & Taylor	Books	Monthly	\$ 5,034.85	\$ 2,575.50	\$ 1,438.84	\$ 1,749.70	\$ 975.15	\$ 792.95	\$ 1,325.68	\$ 1,184.47	\$ 1,057.95	\$ 1,476.72	\$ 1,614.89	\$ 326.60
Blackstone Audio	Audio	Monthly	\$ 616.09	\$ 401.17	\$ 75.45	\$ 672.89	\$ 470.14	\$ 115.25	\$ 569.83	\$ 195.75		\$ 548.94	\$ 331.05	\$ 231.74
Book Page	Magazine	Yearly							\$ 390.00					
C&S Waste Solutions	Trash	Monthly												\$ 155.28
Center Point Large Print	Books	Yearly/ As Needed								\$ 2,869.20				
Custom Home	Media	As Needed	\$ 225.00	\$ 180.00	\$ 180.00	\$ 225.00	\$ 445.00	\$ 445.00	\$ 405.00	\$ 360.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 580.00
Cutting Edge Lawn Care	Lawn	Monthly	\$ 8,264.00									\$ 2,380.00		
Daniel C. McArthur	Accountant	As Needed												
Demco	Supplies	As Needed	\$ 499.61											
DP Air Corp	Labor	As Needed	\$ 1,575.00		\$ 1,575.00						\$ 645.50			
EBSCO	Database Service	As Needed												
Findaway	Audio	Monthly	\$ 388.88	\$ 733.76	\$ 428.88	\$ 434.88	\$ 736.82	\$ 412.88	\$ 412.88		\$ 385.88	\$ 848.76	\$ 608.81	\$ 468.12
Follet	ebooks	Yearly												\$ 803.76
Gale	Books	Monthly	\$ 591.77	\$ 500.23	\$ 365.42	\$ 592.47	\$ 532.18	\$ 510.19	\$ 493.30	\$ 481.84			\$ 365.12	\$ 312.34
Genuine Pest Control	Pest Control	Monthly	\$ 130.00	\$ 130.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 160.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
Great Basin Water	Water	Monthly		\$ 507.48	\$ 504.08	\$ 570.69	\$ 514.57	\$ 586.63	\$ 610.43	\$ 610.43	\$ 632.94	\$ 611.82	\$ 619.44	\$ 599.00
Grey House Publishing	Books	As Needed												
Industrial Light and Power	Lights	As Needed												
Johnson Controls	Alarm	As Needed												\$ 9,611.00
Las Vegas Review Journal	Ads	Monthly	\$ 244.00	\$ 183.00	\$ 238.05	\$ 146.00	\$ 266.00	\$ 1,931.83	\$ 740.20	\$ 220.00	\$ 220.00		\$ 244.00	\$ 244.00
Legislative Counsel Bureau	Database	Bi-Annual			\$ 125.00									
Mark's Service Center	Supplies	As Needed			\$ 108.05	\$ 211.85	\$ 387.45				\$ 42.50	\$ 776.60	\$ 198.80	\$ 733.31
Nevada Library Cooperative	ebooks	Annual	\$ 3,959.00	\$ 4,000.00										
Network Savants	IT	As Needed	\$ 623.25	\$ 7,005.47	\$ 652.25	\$ 247.33	\$ 9,915.62	\$ 244.45				\$ 186.47	\$ 634.47	
Office1	Copies	Monthly	\$ 512.95	\$ 87.00	\$ 186.75	\$ 398.65	\$ 87.00	\$ 426.00			\$ 96.00	\$ 650.47	\$ 481.32	\$ 981.00
Office1	Workers Comp	As Needed		\$ 2,718.75										
Pahrump Valley Disposal	Trash	Monthly	\$ 310.73	\$ 163.75	\$ 163.75				\$ 160.14	\$ 160.14				
Peter's Carpet Cleaning	Carpet	As needed												\$ 5,000.00
Petty Cash	Misc.	Monthly	\$ 2,683.77	\$ 1,983.36	\$ 1,412.23	\$ 147.23	\$ 182.34		\$ 3,169.68	\$ 1,033.00	\$ 896.21	\$ 2,053.48	\$ 2,490.10	\$ 554.39
Pitney Bowes	Supplies	As Needed						\$ 32.00	\$ 93.08			\$ 61.08		
Proquest	Database	Annual	\$ 1,503.96											
Sprint	Hotspots	Monthly	\$ 690.10	\$ 1,379.80	\$ 687.70	\$ 690.70	\$ 690.70	\$ 691.30	\$ 691.10	\$ 689.50			\$ 689.10	\$ 1,378.80
Staples	Supplies	As Needed	\$ 404.21	\$ 38.94	\$ 38.94			\$ 360.82	\$ 439.82	\$ 805.46	\$ 726.46		\$ 200.86	\$ 200.86
State of Nevada Legislative Counsel Bureau	Books	As Needed										\$ 594.50		
Statewide Fire Protection	Inspection	As Needed/ Quarterly		\$ 95.00	\$ 95.00						\$ 95.00	\$ 1,520.00		
Summit	Fire Protection	As needed												
USA Today	Newspaper	As needed												\$ 398.55
Useful	Computers	Yearly												\$ 3,585.00
Valley Electric	Power	Monthly	\$ 2,160.82	\$ 2,626.67	\$ 2,641.11	\$ 2,769.63	\$ 2,160.82	\$ 1,921.21	\$ 2,042.67	\$ 2,847.20	\$ 2,637.95	\$ 2,978.24	\$ 2,697.08	\$ 2,174.36
Valley Electric	Internet	Monthly	\$ 632.00	\$ 147.75	\$ 152.25	\$ 150.00	\$ 150.00	\$ 277.25	\$ 150.00	\$ 150.00	\$ 150.00	\$ 187.78	\$ 187.78	\$ 185.00
Vortex	Doors	As Needed						\$ 2,035.00						

Expense Operating

Apr-23

FY 2021-22	Current	Year to Date	Budget	Balance	% of Budget	% Remain	Period
5311 Operating Expense							
Books	\$ 1,037.49	\$ 33,528.14	\$ 45,000.00	\$ 11,471.86	75%	25%	10
Audio	\$ 1,032.50	\$ 7,908.55	\$ 10,000.00	\$ 2,091.45	79%	21%	10
Computer Software		\$ 3,737.40	\$ 4,500.00	\$ 762.60	83%	17%	10
Programs	\$ 468.12	\$ 2,248.12	\$ 2,500.00	\$ 251.88	90%	10%	10
5312 Office Expense							
Office		\$ 4,923.73	\$ 8,000.00	\$ 3,076.27	62%	38%	10
Cleaning		\$ 3,486.34	\$ 5,500.00	\$ 2,013.66	63%	37%	10
5321 Advertising	\$ 244.00	\$ 2,314.10	\$ 3,000.00	\$ 685.90	77%	33%	10
5322 Postage		\$ 122.16	\$ 1,000.00	\$ 877.84	12%	88%	10
5331 Travel			\$ 500.00	\$ 500.00	0%	100%	10
5335 Training			\$ 500.00	\$ 500.00	0%	100%	10
5341 Communications							
Telephone	\$ 1,378.80	\$ 5,480.54	\$ 6,000.00	\$ 519.46	91%	9%	10
Internet	\$ 185.00	\$ 1,735.03	\$ 2,000.00	\$ 264.97	87%	13%	10
5342 Utilities							
Power	\$ 2,174.36	\$ 19,961.99	\$ 35,000.00	\$ 15,038.01	57%	43%	10
Water	\$ 599.00	\$ 5,240.85	\$ 9,500.00	\$ 4,259.15	55%	45%	10
Trash		\$ 1,453.00	\$ 2,500.00	\$ 1,047.00	58%	42%	10
5352 Building	\$ 580.00	\$ 24,412.72	\$ 35,500.00	\$ 11,087.28	69%	31%	10
5354 Equipment	\$ 96.00	\$ 5,361.04	\$ 14,000.00	\$ 8,638.96	38%	62%	10
5361 Professional		\$ 790.00	\$ 1,000.00	\$ 210.00	79%	21%	10
5365 Subscriptions & Due		\$ 390.00	\$ 2,000.00	\$ 1,610.00	20%	80%	10
5369 Other Contractual Ser.							
Pest Control		\$ 1,210.00	\$ 2,000.00	\$ 790.00	61%	39%	10
Alarm		\$ 1,931.83	\$ 2,500.00	\$ 568.17	77%	23%	10
Computer Assit.		\$ 11,246.87	\$ 16,500.00	\$ 5,253.13	68%	32%	10
Destiny			\$ 2,000.00	\$ 2,000.00	0%	100%	10
Accountant		\$ 2,380.00	\$ 12,000.00	\$ 9,620.00	20%	80%	10
5371 Property Insurance			\$ 27,000.00	\$ 27,000.00	0%	100%	10
Total	\$ 7,795.27	\$ 139,862.41	\$ 250,000.00	\$ 110,137.59	56%	44%	10
5110 Salaries							
Salaries	\$ 36,455.85	\$ 374,244.47	\$ 500,000.00	\$ 125,755.53	75%	25%	10
Benefits	\$ 16,699.73	\$ 155,283.62	\$ 203,000.00	\$ 47,716.38	76%	24%	10
Total	\$ 60,950.85	\$ 669,390.50	\$ 953,000.00	\$ 283,609.50	70%	30%	10
Capital Projects	\$ 9,611.00	\$ 467,332.00	\$ 700,000.00	\$ 232,668.00	67%	33%	10
Grants	\$ 920.55						

Vendor Name	Item	Amount
A to Z Databases	Databases	\$
ALA	Membership	\$
Amazon	Books/Equipment	\$
AT&T	Phone	\$
Awards Plus	Supplies	\$
Baker & Taylor	Books	\$ 326.60
Blackstone Audio	Audio	\$ 231.74
Book Page	Magazine	\$
C&S Waste Solutions	Trash	\$
Center Point Large Print	Books	\$
Cutting Edge Lawn Care	Lawn	\$ 580.00
Daniel C. McArthur	Accountant	\$
Demco	Supplies	\$
DP Air	Labor	\$
EBSCO	Databases	\$ 468.12
Findaway	Audio	\$ 803.76
Follet	ebooks	\$
Gale	Books	\$ 312.34
Genuine Pest Control	Pest Control	\$
Great Basin Water	Water	\$ 599.00
Grey House Publishing	Books	\$
Johnson Controls	Alarm	\$
Las Vegas Review Journal	Ads	\$ 244.00
Marks Serive Center	Supplies	\$
Nevada Library Cooperative	ebooks	\$
Network Savants	IT	\$
Office1	Copies	\$ 96.00
Pahrump Valley Disposal	Trash	\$
Peter's Carpet Cleaning	Carpet	\$
Petty Cash	Misc.	\$ 554.39
Pitney Bowes	Supplies	\$
Proquest	Database	\$
Public Agency Compensation Trust	Workers Comp	\$
Sprint	Hotspots	\$ 1378.80
Staples	Supplies	\$
State of Nevada Legislative Counsel Bureau	Books	\$
Statewide Fire Protection	Inspection	\$
Summit	Fire Protection	\$
USA Today	Newspaper	\$ 398.55
Userful	Computers	\$
Valley Electric	Power	\$ 2174.36
Valley Electric	Internet	\$ 185.00

Total	\$	8,352.66
--------------	-----------	-----------------

See Authorization to Pre-Pay Letter

David Ochenreider

Brian Shoemake

John Shewalter

Dee Mounts

Matt Morris

Capital Projects Invoices

Apr-23

Vendor Name	Item	Amount
Industrial Light and Power	Arc Study	9,611.00

Total	\$ 9,611.00
--------------	--------------------

See Authorization to Pre-Pay Letter

David Ochenreider

Brian Shoemake

John Shewalter

Dee Mounts

Matt Morris

Pahrump Community Library District
Doris Shirky, Founder
701 East Street Pahrump, NV 89041
775-727-5930 Fax 775-727-6209

John Shewalter – Chairman
Brian Shoemake – Vice Chairman
Dee Mounts – Trustee
Dave Ochenreider – Trustee
Matt Morris - Trustee

LIBRARIAN'S REPORT

May 8, 2023

We had our Volunteer Lunch – in which I think everyone enjoyed. We had left overs for several days. The tentative budget was due on April 15 and has been submitted to the department of taxation.

BUILDING NEWS: We have our legal kiosk installed in the computer lab. Because reference is not able to provide legal information, this kiosk will be a source for people to go to that will provide accurate, reliable information. It was paid for by a grant and will continue to be funded with grant money. Everything is included with it including the printer, printer paper, and the desk.

EMPLOYEES: Kraven has been working on a project for National Library weeks. He created a QR code that will lead people to our website. (see below) He also put up a paper tree for future passive programming. Right now, he is looking to have patrons fill out their favorite authors on a card which will be attached to the tree.



MATERIALS WITH USAGE July 1, 2022 - June 30, 2023

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
TOTAL USAGE	5910	6816	5919	5374	5360	5084	6635	6233	6923	5919
Childrens' (in-house)	1708	1974	1656	1462	1309	1130	1424	1481	1617	1213
Adults' (in-house)	3597	4131	3611	3289	3426	3290	3827	3442	3876	3440
TOTAL USAGE (in-house)	5305	6105	5267	4751	4735	4420	5251	4923	5493	4653
OverDrive (digital media)	587	696	636	611	614	633	1362	1277	1411	1253
Mango Languages (digital learning)	18	15	16	12	11	31	22	33	19	13
TOTAL USAGE (digital)	605	711	652	623	625	664	1384	1310	1430	1266
% childrens' (in-house)	0.32	0.32	0.31	0.31	0.28	0.26	0.27	0.30	0.29	0.26
% adults' (in-house)	0.68	0.68	0.69	0.69	0.72	0.74	0.73	0.70	0.71	0.74
TOTAL MATERIALS ADDED	209	352	161	170	199	170	226	215	245	186
in-house materials added	209	331	161	163	189	159	201	195	226	164
eAudio titles added	0	16	0	4	6	6	11	9	9	10
eBook titles added	0	5	0	3	4	5	14	11	10	12
streaming video titles added	0	0	0	0	0	0	0	0	0	0
Patron Count	4952	5094	4885	5289	4623	4869	5232	5003	5861	5467
Swaps	424	427	417	479	468	458	515	488	572	490
Internet users (website)	728	853	769	808	692	646	946	725	788	850
Sessions	1245	1374	1189	1298	1174	1094	1419	1195	1278	1251
Internet/computer usage	395	618	602	674	617	592	565	557	676	693
Wireless	298	506	468	545	601	675	811	652	821	613
General Questions	493	227	322	411	353	580	972	776	1010	828
Ref Questions	95	50	69	69	59	48	47	68	54	48

MAINTENANCE SERVICE AGREEMENT

THIS MAINTENANCE SERVICE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between Pahrump Community Library, 701 East Street, Pahrump, Nevada 89048 ("Library"), and JonAire, 2770 E. Charleston Park Ave., Pahrump, Nevada, 89048 ("Contractor"). The Library and the Contractor may be individually referred to as “Party” or collectively referred to as the “Parties”.

RECITALS

WHEREAS, the Library desires quarterly service and inspection of the heating, ventilation and air conditioning (“HVAC”) system.

WHEREAS, Contractor is a licensed contractor in the State of Nevada and desires to contract with Library to provide inspection and maintenance of the Library’s HVAC system in accordance with the scope of services and on the terms and conditions set forth in this Agreement.

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

- 1. SCOPE OF WORK.** Contractor shall provide the following on a Quarterly Basis:
 - 1.1 Visual inspection of all HVAC (4) packaged units and control systems; and
 - 1.2 Visual inspection of Mini Split unit and Wash Filter; and
 - 1.3 Replace of all Air Filters (40 filters) MERV 8; and
 - 1.4 Replace or adjust all blower drive belts, as needed; and
 - 1.5 Annual coil cleaning and as needed on a Quarterly Basis; and
 - 1.6 Maintenance report provided at the time of each inspection detailing inspection findings and describing recommended repairs not covered by this Agreement.

- 2. PROVISION OF SERVICES.**
 - 2.1 Contractor shall provide all material and labor to perform the services set forth in this Agreement in a workmanlike manner according to standard industry practices.

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

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

2.4 "Quarterly Basis" shall be defined as services being performed under this Agreement on the following months: March; June; September; and December.

3. **EXCLUSIONS.** Replacement parts not set forth in the Scope of Services, at paragraph 1, including but not limited to motors, capacitors, and contactors.

4. **TERM.** This Agreement shall commence on the first Quarterly Basis month following execution by all Parties and shall continue until otherwise cancelled by either Party as set forth in this Agreement.

5. **PRICE.**

5.1 Contractor shall invoice Library on a Quarterly Basis the amount of nine hundred and sixty dollars and 00/100 (\$960.00) for the satisfactory performance of the Scope of Services as set forth in paragraph 1.

5.2 Library will make a good faith effort to process all invoices in a timely and expeditious manner within thirty (30) calendar days upon receipt of invoice. If a notice of a dispute relating to the invoice is mailed to Contractor within that thirty (30) day time period, then the Contractor and the Library or Library's assignee shall meet within ten (10) calendar days to discuss and negotiate in good faith to reach a mutually agreeable resolution of such dispute. If such resolution cannot be achieved then Paragraph 15 "GOVERNING LAW, VENUE AND COST" of this Agreement shall be invoked.

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

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

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

- 7.1 Withholding of income taxes by the Library;
- 7.2 Industrial insurance coverage provided by the Library;
- 7.3 Participation in group insurance plans which may be available to employees of the Library;
- 7.4 Accumulation of vacation or sick leave;
- 7.5 Unemployment compensation coverage provided by the Library if the requirements of NRS 612.085 for independent contractors are met; or
- 7.6 Worker's compensation coverage provided by the Library.

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

9. INDEMNIFICATION AND INSURANCE.

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

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

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

10. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS. During the term of this Agreement and while performing the scope of work, Contractor agrees to perform all terms and conditions of this Agreement in a lawful manner and in conformity with all applicable laws and codes of the United States and of the State of Nevada, and all ordinances,

rules, and regulations of Nye County, Nevada, and of any and all other competent public authority applicable to the performance of Contractor's duties. Contractor agrees to maintain active and in good standing its licensure with the Nevada State Contractors Board. Failure by Contractor to comply with any applicable laws, codes, ordinances, rules and/or regulations constitutes a material breach of this Agreement.

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

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

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

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

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

14. TERMINATION OF AGREEMENT WITH CAUSE.

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

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

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

14.1.3 Charging to Contractor all costs caused by the breach.

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

15. GOVERNING LAW, VENUE AND COSTS.

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

Dated: _____,

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

By: _____,
John Shewalter, Chair

Dated: _____,

JonAire ("Contractor")
2770 E. Charleston Park Ave.
Pahrump, Nevada 89048

By: _____,
Mary Waseleski, Office Manager

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, by and between Pahrump Community Library, 701 East Street, Pahrump, Nevada 89048 ("Library"), and JonAire, 2770 E. Charleston Park Ave., Pahrump, Nevada, 89048 ("Contractor"). The Library and the Contractor may be individually referred to as "Party" or collectively referred to as the "Parties".

RECITALS

WHEREAS, the Library desires to relocate four (4) thermostats to include thermostat wiring and lock boxes for proper operation throughout the Library.

WHEREAS, Contractor is a licensed contractor in the State of Nevada and desires to contract with Library to relocate four (4) thermostats to include thermostat wiring and lock boxes for proper operation throughout the Library in accordance with the scope of services and on the terms and conditions set forth in this Agreement.

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

1. SCOPE OF WORK. Contractor shall provide the following, and as set forth in the Description of Work dated April 28, 2023, estimate number 29031507, attached hereto as Exhibit "A" and incorporated by reference:

- 1.1 Relocate four (4) thermostats; and
- 1.2 Include up to four hundred feet (400') of thermostat wiring; and
- 1.3 Four (4) lock boxes; and
- 1.4 Test thermostat systems for proper operation throughout the Library.

2. PROVISION OF SERVICES.

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

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

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

3. **TERM.** This Agreement shall commence on the date written above and shall continue until either completed by Contractor or as otherwise cancelled by either Party as set forth in this Agreement.

4. **PRICE.**

4.1 The Agreement price shall be two thousand one hundred thirty-five dollars and 00/100 (\$2,135.00) for the satisfactory performance of the Scope of Services as set forth in paragraph 1.

4.2 NRS 338.080(3) exempts any contract for a public work whose total cost is less than \$100,000 from prevailing wage requirements.

4.3 Library will make a good faith effort to process all invoices in a timely and expeditious manner within ninety (90) calendar days upon receipt of invoice. If a notice of a dispute relating to the invoice is mailed to Contractor within that ninety (90) day time period, then the Contractor and the Library or Library's assignee shall meet within ten (10) calendar days to discuss and negotiate in good faith to reach a mutually agreeable resolution of such dispute. If such resolution cannot be achieved then Paragraph 15 "GOVERNING LAW, VENUE AND COST" of this Agreement shall be invoked.

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

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

6. **INDEPENDENT CONSULTANT.** The Parties agree that Contractor including any of Contractor's employees, agents or subcontractors is an independent contractor and that

Contractor is not a Library employee or agent of Library, and, further, by explicit agreement of the Parties, there shall be no:

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

7. FAIR EMPLOYMENT PRACTICES. In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreement shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Any violation of such provision by Contractor shall constitute a material breach of this Agreement.

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

9. INDEMNIFICATION AND INSURANCE.

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

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

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

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

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

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

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

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

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

14. TERMINATION OF AGREEMENT WITH CAUSE.

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

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

14.1.2 Cancellation, termination or suspension of this Agreement in

whole or in part; and/or

14.1.3 Charging to Contractor all costs caused by the breach.

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

15. GOVERNING LAW, VENUE AND COSTS.

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

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

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

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

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

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

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

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

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

Dated: _____,

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

By: _____,
John Shewalter, Chair

Dated: _____,

JonAire ("Contractor")
2770 E. Charleston Park Ave.
Pahrump, Nevada 89048

By: _____,
Mary Waseleski, Office Manager

EXHIBIT "A"



2770 E. Charleston Park Ave.
 Pahrump, NV 89048
 (775) 751-2372
 service@jonaire.com
 License # 54922 Limits 950,000.00

Estimate 29031507
 Estimate Date 4/28/2023

Billing Address
 Pahrump Community Library
 701 East Street
 Pahrump, NV 89048 USA

Job Address
 Pahrump Library
 701 East Street
 Pahrump, NV 89048 USA

Description of work

Run new thermostat wiring throughout the building.

Task #	Description	Quantity	Your Price	Total
CUS-SER	Relocate 4 thermostats. To include up to 400' of thermostat wiring, and (4) lock boxes Test systems for proper operation.	1.00	\$2,135.00	\$2,135.00
Potential Savings \$106.75 - \$106.75				
			Sub-Total	\$2,135.00
			Tax	\$0.00
			Total Due	\$2,135.00
			Deposit/Downpayment	\$0.00

Parts Warranty: All parts as recorded are warrantee as per manufacturer specification.
 Travel Time not included in Warranty

Labor Warranty: The labor charge as recorded here relative to the equipment serviced as noted is warrantied for a period of 30 days
 Financing Available O.A.C.

We would greatly appreciate it if you would leave us a review on google!
 Visit our Facebook like and review!

I have the authority to order the work and do so order as outlined. It is agreed that the seller will retain title to any equipment or materials purchased until final and complete payment is made and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof. JonAire, Inc is not responsible for any damages to property while making repair. Should JonAire, Inc bring suit in court to enforce the terms of the contract, any judgement awarded to JonAire, Inc will include cost and attorney's fees. Any part of contract not paid in 90 days will be subject to monthly finance charges of 1.75%.