

**PROPOSED AGENDA
LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT FOUNDATION
January 31, 2023**

DATE: Tuesday, January 31, 2023
TIME: 10:00 a.m.
PLACE: Join Zoom Meeting
<https://us06web.zoom.us/j/88685612881?pwd=RDU2a0o0UjFOcFBVWnZLZEJVSWI4QT09>
Meeting ID: 886 8561 2881
Passcode: 288303
One tap mobile

- I. Roll Call
- II. Public Comment

Topics raised under this item must be limited to matters on today's Agenda. Persons wishing to speak in public comment must sign in on the sign-in sheet before this item is addressed.

The public comment period at Library Foundation board meetings shall be limited to a maximum of forty-five (45) minutes for both periods of public comment. Remarks by speakers during the public comment period shall be limited to three (3) minutes, each. A speaker may not transfer time to another speaker; although, the chair has the authority to grant additional time to a speaker. When more than fifteen (15) people wish to comment, the chair shall proportionately reduce the time allotted to the forty-five minute maximum.

- III. Board action to accept Proposed Agenda
- IV. Discussion and possible board action to vote on counsel
- V. Public Comment

Topics raised under this item cannot be acted upon until the notice provisions of the open meeting law have been met. Persons wishing to speak in public comment must sign in on the sign-in sheet before this item is addressed.

- VI. Adjournment

NOTE: AT ANY TIME, ANY ITEM ON THIS AGENDA MAY BE TAKEN OUT OF ORDER, COMBINED WITH ONE OR MORE OTHER ITEMS ON THE AGENDA OR

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REMOVED FROM THE AGENDA, EITHER AT THE DISCRETION OF THE CHAIR OR BY VOTE OF THE BOARD.

NOTE: REASONABLE EFFORTS WILL BE MADE TO ASSIST AND ACCOMMODATE PERSONS WITH PHYSICAL DISABILITIES DESIRING TO ATTEND THE MEETING. PLEASE CALL SHERRY WALKER AT (702) 507-6183 SO THAT ARRANGEMENTS FOR ATTENDANCE MAY BE MADE.

NOTE: PLEASE CONTACT SHERRY WALKER AT (702) 507-6183 OR walkers@lvcclld.org TO REQUEST THE SUPPORTING MATERIAL FOR THIS MEETING. SUPPORTING MATERIAL WILL BE MADE AVAILABLE AT THE MEETING LOCATION ON THE DAY OF THE MEETING AFTER 3:00 P.M.

Pursuant to NRS 241.020, written notice of the meeting of the Las Vegas-Clark County Library District Foundation Board of Directors was given on Tuesday, January 24, 2023, i.e., given at least three (3) working days before the meeting, including in the notice the time, place, location and agenda of the meeting:

- A. By delivering a copy of the notice to each Foundation Board Member;
- B. By posting a copy of the notice at the principal office of the Foundation, or if there is no principal office, at the building in which the meeting is to be held, and at least three other separate, prominent places within the jurisdiction of the Foundation, to wit:
 - 1. Clark County Library
1401 E. Flamingo Road
Las Vegas, NV 89119
 - 2. Enterprise Library
8310 S. Las Vegas Blvd.
Las Vegas, NV 89123
 - 3. West Charleston Library
6301 W. Charleston Boulevard
Las Vegas, NV 89146
 - 4. Windmill Library
7060 W. Windmill Lane
Las Vegas, NV 89113
 - 5. Las Vegas-Clark County Library District Foundation website
www.lvcclldfoundation.org
 - 6. Nevada Public Notice Website: <https://notice.nv.gov/>
- C. By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Las Vegas-Clark County Library District Foundation Board of Directors in the same manner in which notice is requested to be mailed to a member of the Library District Foundation Board of Directors.

**KAEMPFER
CROWELL**

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ROBERT MCCOY

rmccoy@kcnvlaw.com

702.792.7077

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

January 25, 2023

VIA EMAIL

Elaine Sanchez

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT FOUNDATION, INC.

7060 West Windmill Lane

Las Vegas, Nevada 89113

Elaine@lv6s.com

Re: Engagement Letter for Legal Representation

Dear Ms. Sanchez:

We appreciate you asking us to advise the Board of the Las Vegas-Clark County Library District Foundation, Inc. on general corporate, board, and other legal issues. We look forward to serving as counsel in this matter. This letter sets forth the terms of our proposed engagement, and constitutes an agreement between us (this "Agreement").

1. Our Client; Terms of Present and Future Engagements. You (the Las Vegas-Clark County Library District Foundation, Inc.) but not any affiliates or other related persons or entities, are our client. Unless we otherwise agree in writing, this Agreement sets forth our entire Agreement for rendering professional services for the current and any future engagements. However, should you choose to engage the Firm in future matters, you agree to allow this Agreement to be supplemented by a letter to include the new engagement. Our engagement is limited to the matters outlined above, and does not extend to any tax-related issues. You agree to rely on the advice of your accountant, CPA or other tax advisor, for tax advice, and we may rely on such advice which you share with us.

2. Intake Procedures. Our engagement is subject to and effective upon completion of our normal intake procedures, including receipt of a copy or facsimile of this Agreement signed by all parties together with any retainers required, and successful completion of a check for potential conflicts of interest. You represent you have disclosed, and promptly will disclose, to us all persons and entities who may have an interest in, are adverse to, or affected by, this matter so that we may avoid any conflicts of interest. If an organization, you will identify the directors, officers, principals, and managers of said organization.

3. Fees. We propose that your primary point of contact with our firm be Briana Martinez. Her current hourly rate is \$350.00. One of the benefits of your engagement of our Firm is the wide range of expertise and experience of our attorneys and staff. As a result, if the



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primary attorney finds that the use of other attorneys, paralegals or staff within our Firm would work to your benefit, keep costs down or otherwise be most economical, she will engage other attorneys in our firm whose expertise may be of use to you. The hourly rates of our partners currently range between \$420.00 and \$550.00. Other attorneys are charged at a rate between \$310.00 and \$400.00 per hour. Should other attorneys be assigned to this matter, we will be happy to provide their hourly rate to you upon request. Although we reserve the right to change these rates from time-to-time, we generally do so in January. While we may attempt to estimate fees to assist you in your planning, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in writing.

As a courtesy to you, given your non-profit status, we will apply a blanket 20% reduction to all attorney time on each invoice.

At this time we are not aware of any unusual facets or demands of your proposed assignment. However, in determining the fees to be charged in a matter, we may deviate from the standard hourly rate due to the novelty and difficulty of the problems presented, the experience of the attorneys involved in the matter, the results obtained, the time limitations imposed by the client or by the circumstances related to and the amount involved in the matter.

4. Charges. In addition to fees for professional and staff time, we will charge separately for, travel, court transcripts or deposition transcripts, parking, filing fees, wire transfers, returned checks, foreign currency charges, secretarial overtime (where attributable to your special needs), bulk printing, extraordinary postage, external trial support, experts and other consultants retained on your behalf, and other similar items. By executing this Agreement below, you are agreeing to pay for these charges. You are also responsible for any additional charges and expenses, not listed above, that we advance on your behalf. Where significant or unusual third-party payments are required (e.g., co-counsel fees, expert fees, special studies, extensive transcripts or filing fees), we will normally forward the charge to you for direct payment or obtain advance funds from you to cover the charge. If we advance funds for you, they will be added to the invoice. The courtesy non-profit discount will not apply to these costs.

5. Retainer. A retainer is required for all clients. Please be advised that the filing fees and publication costs will not be advanced unless a sufficient retainer is on deposit with us. In this matter, you have agreed to provide an initial retainer of **\$2,500.00**. Any retainer until earned is a deposit for payment of a portion of the legal fees and costs to be incurred. Except to the extent legal fees or costs are incurred, any retainer is a refundable deposit that is your property and which you may have returned. We will initially hold the retainer in our trust account; however, at the Firm's discretion retainer funds may be applied at any time to the fees and costs billed to you. Upon exhaustion or substantial depletion of retainer funds, the Firm may require you to provide additional retainer funds. You will be required to pay our monthly invoices upon receipt as outlined in paragraph 6.



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6. *Billing Statements; Carrying Charges on Unpaid Balances.* Except as otherwise agreed, we will bill you on a monthly basis, and you agree to pay on receipt any balance due. You may have the billing statement in any reasonable format you choose, but we will select an initial detailed format for the statement unless you otherwise request in writing. If you have any questions about a statement, please call them to our attention promptly, but in any event no later than thirty (30) days after you receive the statement.

7. *Payment.* We expect to receive timely payment of our invoices. We do not extend credit to our clients. If fees are not paid promptly, we reserve the right to cease work on your file and withdraw as your counsel. If we do not receive payment within 30 days, you agree to pay a carrying charge of 1.5% per month (subject to adjustment by us from time-to-time as indicated on our statements) on the unpaid balance of the statement from the invoice's date. Payments will be accepted by cash, check, money order, bank draft, wire transfer, and credit card. Payments made by credit card may be surcharged a fee commensurate with the costs of accepting your credit card payment.

Payments made by cash will be subject to 26 United States Code (U.S.C.) 6050I and 31 U.S.C. 5331. Information for each individual delivering a cash payment by or on behalf of You as well as Your information will be gathered on IRS Form 8300. Should the total deposits for You exceed \$10,000 within a twelve (12) month period, a completed Form 8300 will be filed with the Internal Revenue Service. Please ensure that any individuals delivering cash payments on Your behalf are notified of these requirements. For this purpose, the term "cash" means U.S. and foreign coin and currency as well as cashier's checks, money orders, bank drafts, or traveler's checks having a face value of \$10,000 or less.

8. *IOLTA Participation.* As required by law, we will maintain and safeguard a trust account from which any interest earnings are forwarded to the IOLTA program run by the Nevada Law Foundation. Any interest earned on your trust fund balance will be forwarded to the program.

9. *Termination.* You may terminate our services at any time upon written notice, and we also may terminate our services upon written notice. Our representation will end at the earliest of (a) your termination of our representation, (b) our withdrawal, or (c) the substantial completion of our substantive work. Please note that we may obtain judgments, perfect security interests (UCC filings) or perform other work on your behalf that may require action in the future to renew or otherwise remain valid. For example, a judgment may be valid for six years. At the end of six years, it may require renewal to extend its validity. Given the lengthy times involved, you are solely responsible for separately engaging us or another attorney of your choice for all such future renewals, continuations and similar extensions of your rights.

10. *Waiver of Certain Conflicts.* Because our representation is limited in scope, you have agreed that, subject to certain conditions described below, we may represent, now and in the future, other persons and entities. You understand and agree that, with the exceptions below,



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we are free to represent other clients, including clients whose interests may conflict with yours in litigation, business transactions, or other legal matters. In addition, you have agreed that while we are representing you in active, pending matters, we may represent other clients in any matters which may be deemed a concurrent conflict of interest provided that (1) we reasonably believe that we will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a claim by a client against you in the same litigation or the same proceeding before a tribunal; and (4) you and the other client give informed consent, confirmed in writing. In addition, if our representation of you is terminated either by the Firm or by you, we may thereafter represent other clients with interests adverse to yours (even in litigation), provided that the representation does not involve confidential information we have obtained from you that is material to those matters. By executing this Agreement you are confirming your understanding of the above.

11. *Records and Files Retention.* All records and files will be retained and eventually disposed of in compliance with our then applicable file retention policy. Subject to future changes, it is our current policy to retain records relating to a matter for no more than seven (7) years after termination. Upon your prior written request, we will return records to you prior to their destruction. It is not administratively feasible for us to advise you of the closing of a matter or the disposal of records. We recommend, therefore, that you maintain your own files for reference or make written request for your files at the termination of a matter. If you have any questions concerning our records retention policies, please contact us.

12. *No Guarantee of Success.* It is impossible to provide any promise or guarantee about the outcome of your matter. Nothing in this Agreement or any statements by our staff or our attorneys constitutes a promise or guarantee. Any comments about the outcome of your matter are expressions of opinion only.

13. *Candor and Truthfulness.* You agree to be candid with us and to provide us all of the information in your possession or to which you have access, which will be necessary or useful for the discharge of our services. You will not knowingly make false statements to us or knowingly fail to disclose information to us which is relevant to the services we are performing. If you provide us confidential information, you will alert us to the confidential nature of such information so that we can protect it. As part of your retention of the Firm, you understand and agree that the attorneys, paralegals, and other office staff may, at times, seek internal advice about their ethical and legal obligations. You acknowledge that their internal conversations and advice are privileged communications and are not a waiver of our law firm's intra-firm privilege.

14. *Arbitration and Waiver of Jury Trial.* Any dispute between us shall be subject to binding arbitration. This means, among other things, that any dispute based upon, arising out of or relating to this Agreement, this agreement to arbitrate disputes, our engagement and/or our performance or failure to perform services (including, without limit, claims of breach of duty or professional negligence), is subject to binding arbitration. In addition, all questions regarding the



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arbitrability of the dispute, including whether we have agreed to arbitrate the dispute, shall be decided by such arbitration.

The arbitration shall be held in Clark County, Nevada before a retired Nevada District Court Judge or other mutually acceptable arbitrator. Judgment on the arbitrator's award shall be final and binding, and may be entered in any competent court.

As a practical matter, by agreeing to arbitrate all parties are waiving a jury trial.

This agreement to arbitrate all disputes between us applies even if some person or entity claims that this Agreement is void, voidable, or unenforceable for any reason.

15. Representation of Organization. If you, our client, are an organization (corporation, trust, partnership, limited partnership, limited liability company, or any other incorporated or unincorporated business or other entity), you should understand that we represent the organization and not its officers, board members, managers, principals, employees or any other persons in control where such person is engaged in action, intends to act or refuses to act in a matter related to the representation that is a violation of a legal obligation to the organization. A lawyer employed or retained by an organization represents the organization acting through its duly authorized constituents and not any individual associated with the organization.

16. Attorneys' Fees. Should the Firm prevail in any arbitration or litigation arising out of or relating to non-payment of attorney's fees or non-payment of charges advanced on your behalf, the Firm shall be entitled to recover all attorneys' fees (including the value of time of our attorneys at their normal billing rates), all experts' fees and expenses and all costs (whether or not such costs are recoverable pursuant to Nevada law) as may be incurred in connection with either obtaining or collecting any judgment and/or arbitration award, in addition to any other relief to which that party may be entitled.

17. Our Disclosure of Representation of You in a Transaction. Rule 1.6(a) of the Nevada Rules of Professional Conduct provides that "a lawyer shall not reveal information relating to representation of a client unless the client gives informed consent ..." To the extent our engagement involves any advice or representation of you in any transaction such as a financing, merger, acquisition, divestiture, or joint venture, we would appreciate the right, in our discretion, to publicize such representation for our promotional purposes such as in our promotional materials or to third party publications or other media. We would disclose only our representation of you in the transaction and, in our discretion, any information on the transaction which is publicly available. We would not make such disclosure unless and until the transaction is publicly announced or otherwise becomes publicly available through filings or other means. After having considered the risks to you of any such disclosures by us, you have consented to our disclosure of information to the extent consistent with this paragraph.

18. Miscellaneous. This Agreement is governed by Nevada law and sets forth our entire agreement for rendering professional services. It can be amended or modified only in

KAEMPFER
CROWELL

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writing. Each party signing below is jointly and severally responsible for all obligations due us and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each party signing it whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. We are not advising you with respect to this Agreement because we would have a conflict of interest in doing so. If you wish to have advice, you should consult independent counsel of your choice.

Please contact me as soon as possible if this Agreement does not accurately reflect your understanding. Any corrections or changes must be in writing and signed by both of us.

Please sign and return an acknowledgement copy of this Agreement (along with your check for our retainer if one is specified above) at your earliest convenience.

Sincerely,

KAEMPFER CROWELL



Robert McCoy

RRM/dbe

The undersigned has read and understood this Agreement. The undersigned acknowledges that this Agreement is subject to binding arbitration as provided in Paragraph 14 above. The foregoing accurately sets forth all the terms of your engagement, and is approved and accepted on the ____ day of _____, 2023.

LAS VEGAS-CLARK COUNTY LIBRARY
DISTRICT FOUNDATION, INC.

By: _____

Its:

ITEM III.

**PROPOSED AGENDA
LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT
Board of Trustees' Meeting
January 19, 2023**

DATE: Thursday, January 19, 2023

TIME: 5:00 p.m.

PLACE: Whitney Library
5175 E Tropicana Ave,
Las Vegas, NV 89122 and

Online via YouTube

The Agenda and Board meeting documents can be found at
<https://lvccld.org/board/board-of-trustees-meetings/>

- I. Roll Call and Pledge of Allegiance
- II. Public Comment

Topics raised under this item must be limited to matters on today's Agenda. Anyone wishing to speak during this item must sign-up on the roster provided prior to the public comment period. The sign-up must include the commenter's name, legal address, and the agenda item that is being commented on. Commenters should state if they want their remarks included in the minutes of the meeting. If there is no agenda item listed, the person will be called on at the end of the meeting.

Remarks by speakers during the public comment period shall be limited to three (3) minutes, each. A speaker may not transfer time to another speaker; although, the Chair has the authority to grant additional time to a speaker.

Anyone wishing to comment via email under this item must send an email to boardcomments@lvccld.org. The email must include the commenter's name, legal address, and the agenda item that is being commented on. Email comments are limited to 500 in words in length and must also identify whether the commenter wants their remarks to be included in the minutes of the meeting. Any comments which do not state the commenter's name, legal address, or exceed 500 words in length shall not be considered.

Any comments which do not identify an agenda item will be read at the end of the meeting.

The public comment period at library district board meetings shall be limited

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to a maximum of forty-five (45) minutes for both periods of public comment. Remarks by speakers during the public comment period shall be limited to three (3) minutes, each. A speaker may not transfer time to another speaker; although, the chair has the authority to grant additional time to a speaker. When more than fifteen (15) people wish to comment, the chair shall proportionately reduce the time allotted to the forty-five minute maximum.

III. Board Action to accept Proposed Agenda (For possible action)

IV. Approval of Proposed Minutes (For possible action)

A. Regular Board Meeting, December 8, 2022

V. Chair's Report

Possible Board discussion regarding the Chair's report

VI. Library Reports

Possible Board discussion of one or more staff reports outlining library activities and highlighting selected administrative activities following the preceding Board meeting.

Trustees should indicate the individual reports they would prefer to discuss.

A. Executive Director's Report- Kelvin Watson

1. Program and Delivery Services
 - a. Library Operations and Security Reports and Monthly Statistics
2. Program Support Services
 - a. Branding and Marketing Report and Monthly Statistics
 - b. Community Engagement Report and Monthly Statistics
 - c. Development and Planning Report
 - d. Information Technology Report
3. Administrative Support Services
 - a. Financial Services Report
 - b. General Services Report
 - c. Human Resources Report

VII. Executive Session- This will be a closed session estimated to require up to 45 minutes.

A. Discussion of litigation by counsel

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VIII. Unfinished Business- None

IX. New Business

A. Consent Agenda

The Consent Agenda may be approved in its entirety by a motion or individual items may be considered separately.

1. Discussion and possible Board action regarding contract award for Branding Implementation Signage.
2. Discussion and possible Board action regarding contract award for the HVAC system chiller replacement at the Enterprise Library.
3. Discussion and possible Board action regarding approval of the schematic design phase for the West Las Vegas Library.
4. Discussion and possible Board action regarding a retainer agreement for the District's General Counsel.

B. Regular Agenda

1. Discussion and possible Board action regarding approval of Settlement Agreement and Release to resolve litigation filed by former employee, upon recommendation by counsel.
2. Discussion and possible Board action to nominate and appoint a new Las Vegas-Clark County Library District Board Trustee, as a Director for the Las Vegas-Clark County Library District Foundation Board of Directors.

X. Announcements

The February Board meeting will be held on Thursday, February 9, 2023, at 5:00pm. Location: Windmill Library, 7060 W Windmill Lane, Las Vegas, NV 89113.

The March Board meeting will be held on Thursday, March 9, 2023, at 5:00pm. Location: West Las Vegas Library, 951 W Lake Mead Blvd, Las Vegas, NV 89106.

The April Board meeting will be held on Thursday, April 20, 2023, at 5:00pm. Location: Clark County Library, 1401 E Flamingo Rd, Las Vegas, NV 89119

XI. Public Comment

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Topics raised under this item cannot be acted upon until the notice provisions of the open meeting law have been met. If you wish to make public comment on this item, you must sign-up on the roster provided prior to the public comment period. The sign-up must include the commenter’s name and legal address, and this agenda item. Commenters should state if they want their remarks included in the minutes of the meeting.

Anyone wishing to comment via email during the meeting must send an email to boardcomments@lvccld.org. The email must include the commenter's name, legal address, and this agenda item. Email comments are limited to 500 in words in length and must also identify whether the commenter wants their remarks to be included in the minutes of the meeting. Any comments which do not state the commenter's name, legal address, or exceed 500 words in length shall not be considered.

The public comment period at library district board meetings shall be limited to a maximum of forty-five (45) minutes for both periods of public comment. Remarks by speakers during the public comment period shall be limited to three (3) minutes, each. A speaker may not transfer time to another speaker; although, the chair has the authority to grant additional time to a speaker. When more than fifteen (15) people wish to comment, the chair shall proportionately reduce the time allotted to the forty-five minute maximum.

XII. Adjournment

NOTE: AT ANY TIME, ANY ITEM ON THIS AGENDA MAY BE TAKEN OUT OF ORDER, COMBINED WITH ONE OR MORE OTHER ITEMS ON THE AGENDA OR REMOVED FROM THE AGENDA, EITHER AT THE DISCRETION OF THE CHAIR OR BY VOTE OF THE BOARD.

NOTE: REASONABLE EFFORTS WILL BE MADE TO ASSIST AND ACCOMMODATE PERSONS WITH PHYSICAL DISABILITIES DESIRING TO ATTEND THE MEETING. PLEASE CALL EBONI NANCE AT (702) 507-6186 SO THAT ARRANGEMENTS FOR ATTENDANCE MAY BE MADE NO LATER THAN 48 HOURS PRIOR TO THE MEETING.

NOTE: PLEASE CONTACT EBONI NANCE AT (702) 507-6186 OR nanceea@lvccld.org TO REQUEST THE SUPPORTING MATERIAL FOR THIS MEETING. SUPPORTING MATERIAL CAN BE FOUND AT <https://lvccld.org/board/board-of-trustees-meetings/>.

Pursuant to NRS 241.020, this item has been properly noticed and posted online at the Las Vegas-Clark County Library District website, www.lvccld.org and at Nevada Public Notice at <https://notice.nv.gov>. Written notice of the meeting of the Las Vegas-Clark County Library District Board of Trustees was given on

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Thursday, January 12, 2023, i.e., given at least three (3) working days before the meeting, including in the notice the time, way to access the meeting, and agenda of the meeting:

- A. By delivering a copy of the notice to each Library Trustee;
- B. By posting a copy of the notice at the principal office of the Library Trustees, or if there is no principal office, at the building in which the meeting is to be held, and at least three other separate, prominent places within the jurisdiction of the Trustees, to wit:
 - 1. Clark County Library
1401 Flamingo Road
Las Vegas, NV 89119
 - 2. East Las Vegas Library
2851 Bonanza Road
Las Vegas, NV 89101
 - 3. Sunrise Library
5400 E. Harris Avenue
Las Vegas, NV 89110
 - 4. West Charleston Library
6301 Charleston Boulevard
Las Vegas, NV 89146
 - 5. West Las Vegas Library
951 Lake Mead Boulevard
Las Vegas, NV 89106
 - 6. Windmill Library
7060 Windmill Lane
Las Vegas, NV 89113
 - 7. Whitney Library
5175 E Tropicana Ave
Las Vegas, NV 89122
 - 8. Las Vegas-Clark County Library District website
www.lvccld.org
- C. By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Las Vegas-Clark County Library Board of Trustees in the same manner in which notice is requested to be mailed to a member of the Library Board of Trustees.

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- D. Live Stream Connection information:
<https://youtu.be/YZ2j2huam2U> or

Visit the Library District's YouTube channel:
Youtube.com/TheLibraryDistrict

WELT LAW

ATTORNEYS AT LAW

SOCIAL SECURITY DISABILITY & GUARDIANSHIP
REPRESENTING NEVADA'S INJURED, SICK AND DISABLED

January 4, 2023

Mr. Brian Wilson
Chairman
Las Vegas-Clark County Library District Board of Trustees
7060 West Windmill Lane
Las Vegas, NV 89113

RE: MEMO: Compliance with Agreement with Las Vegas-Clark County Library District
and Bylaws for Las Vegas-Clark County Library Foundation

Dear Mr. Wilson,

In response to The Foundation's request for the District to summarize the responsibilities and duties of the respective parties, we have prepared this short summary at your direction.

In reviewing the documents between the Las Vegas Clark County Library District and The Foundation, we believe that the Las Vegas-Clark County Library Foundation is not in compliance with the 2009 Agreement between The District and The Foundation and extended in 2019 to 2024 (the "Bookstore Agreement"). This Agreement was entered into for the sale of books no longer needed by The District, to raise funds exclusively for The District. The Agreement's intent was to maximize the dollars to be raised for The District. To meet this purpose, Article V of the Agreement required The Foundation to use Foundation volunteers. We have been advised that the Foundation has in fact hired an employee, which goes against the terms of the Bookstore Agreement, as well as the bylaws for The Foundation (the "Bylaws").

The Bylaws, in Article 8, state that The Foundation shall have no employees. The District has relied on this additional assurance that employee expenses are not taken out of the money obtained from book sales. However, this is going to be a moot point going forward. The District can and should sell the books without using a non-profit to hold the funds pursuant to NRS 332.185. The District can keep the book sale funds and use them directly for its purposes. It also makes the Bookstore Agreement terminate as moot.

We recognize that this eliminates one of the primary fundraising activities of The Foundation. The Foundation going forward shall have to fundraise in other ways to cover its own expenses. Furthermore, The District must keep its employees from providing direct services to The Foundation. While a joint effort can be made to share information, we cannot have any District employees taking directives for "work tasks" from The Foundation. The District must make sure it operates separately from The Foundation. We have previously advised you delineate the duties of each party.

GERALD M. WELT, ESQ.
TIFFANY WELT DOCTORS, ESQ.
411 E. BONNEVILLE AVE. #410 LAS VEGAS, NV 89101
P 702.382.2030 | F 702.684.5157 | WWW.WELTLAW.COM

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As you know there is an ongoing legal claim against The Foundation and its board. The District needs to make sure that The Foundation and The District are not commingling any activities that could subject one entity to be held responsible for the others activities. The Foundation is a fundraising organization, and its fundraising must be carried out separately from The District.

Such funds gained by The Foundation are then to be provided solely to The District. This is set forth in the mission statement that allows The Foundation to operate:

The Las Vegas-Clark County Library District Foundation was formed to enable individuals and organizations to invest in the exceptional work of the Las Vegas-Clark County Library District and enhance the quality and range of library services available to District residents beyond the level possible with public funds alone.

The District can cooperate with The Foundation to maximize the fundraising opportunities. The District Development Director can continue to provide any information to The Foundation that is needed to secure a donation. If The District does find a lead for a fundraising opportunity, that it is prohibited from pursuing directly, The District can share that lead with The Foundation.

We would also like to address another issue relating to appointment of Trustees for The Foundation. The Foundation bylaws require that District board approval is needed for two of the Trustee positions. We believe this has not been followed and Trustees have been appointed without District approval. You will need to discuss with The Foundation how to rectify this now and for the future.

The intent of this memo is to clarify The District's and The Foundation's legal and contractual obligations. We now no longer have express contractual obligations due to the Bookstore Agreement becoming void but we still have our legal obligations. We, through the Board should continue our mutual goal to *enhance the quality and range of library services available to District residents*. We trust that this answers your request.

Sincerely,

GERALD M. WELT, ESQ., General Counsel

LAURI S. THOMPSON, ESQ., Outside Counsel with Greenberg Traurig, LLP

cc: Kelvin Watson

1/27/23, 8:50 AM

Mail - elaine lv6s.com - Outlook

Library District/Foundation agreement review.

Brian Wilson <bcc_bwilson@lasvegasnevada.gov>

Fri 1/20/2023 2:51 PM

To: elaine lv6s.com <elaine@lv6s.com>; Kelvin Watson <watsonk@lvccld.org>

Cc: KDB@clarkcountynv.gov <kdb@ClarkCountyNV.gov>; Shannon Bilbray-Axelrod <SBilbray@gmail.com>; Keiba Crear <Keiba.Crear@snwa.com>; Fred James <fj8014@aol.com>; Michael Kalish <michael.kalish@gmail.com>; Jane Mac <jane.mac@wynnresorts.com>; Felipe A Ortiz <felipeaortiz@yahoo.com>; Nicole Rogers <nicolepaskvan@icloud.com>; Michelle Sanders <msanders@therogers.foundation>; Tamar.Hoapili@cox.com <Tamar.Hoapili@cox.com>; Kate Turner Whiteley <katetwhiteley@gmail.com>; Kelvin Watson <watsonk@lvccld.org>; Chris Way <chris@way.email>; Elizabeth Foyt <elizabethfoyt@cox.net>; Jennifer L Jiron <jenjiron0109@gmail.com>; José L. Meléndrez <jose.melendrez@unlv.edu>; Sandra Ramaker <skramaker@gmail.com>; Dr. Keith B Rogers <keith.rogers@unlv.edu>; Nathaniel Waugh <waughn@me.com>; Brian Wilson <bcc_bwilson@lasvegasnevada.gov>

Good Afternoon everyone.

In December, President Sanchez along with Trustees Benavidez and Ortiz met with Director Watson and myself to discuss concerns with the agreements, duties and responsibilities as it pertains to the District and Foundation. After this meeting, I asked our General Counsel to review the agreements and summarize the duties and responsibilities of our respective organizations.

At last night's Board of Trustees meeting, we were presented with a letter from our General Counsel Gerald Welt, prepared in consultation with Outside Counsel Lauri Thompson from Greenberg Traurig in response to this request.

I've attached a copy for your review. Upon review, if you desire I will ask Counsel Welt to attend the next foundation meeting to answer any questions you may have.

One item brought to our attention was the District never appointed a Trustee to the Foundation to replace Shannon Bibray-Axelrod when her term with the Board of Trustees ended. At last night's meeting, the Board of Trustees unanimously approved Trustee Kate Turner Whiteley to serve as the District's second Foundation board member.

In the mean time, I have asked Director Watson to facilitate a transition period to provide the Foundation with any assistance needed.

Regards,
Brian Wilson

Board of Trustees
Las Vegas-Clark County Library District
bcc_bwilson@lasvegasnevada.gov
(702) 763-7117

From: Africa Sanchez Esq. <africa@africasanchezlaw.com>
Sent: Tuesday, January 24, 2023 2:35 PM
To: elaine lv6s.com <elaine@lv6s.com>
Subject: FW: Library District/Foundation agreement review.

Chair Sanchez:

There are many legal issues with the email that you received on January 20, 2023 from the Las Vegas-Clark County Library District Chair Brian Wilson and the attached letter dated January 4, 2023, signed by Las Vegas Clark County Library District attorney Gerald Welt. Please note that this letter was not sent to the Las Vegas Clark County Library District Foundation until Friday, January 20, 2023. At this time, I recommend to bring in counsel who will be well-equipped to address the Foundation's interests due to the implications therein. I recommend that this happen as soon as possible with a special meeting to be held on Tuesday, January 31, 2023 at 10:00 a.m.

Africa A. Sanchez, Esq.