

**PROPOSED AGENDA**  
**LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT FOUNDATION**  
**Board of Directors Meeting**  
**February 16, 2023**

DATE: Thursday, February 16, 2023  
TIME: 12:00 p.m. to 1:30 p.m.  
PLACE: Windmill Service Center Board Room  
7060 West Windmill Lane – 2<sup>nd</sup> floor  
Las Vegas, NV 89113

Or via Zoom

Join Zoom Meeting

<https://us06web.zoom.us/j/82193616009?pwd=TGR2V0NQRkIBR3Y2ZEJWRm9KTU5uZz09>

Meeting ID: 821 9361 6009  
Passcode: 277350

- I. Roll Call
- II. Public Comment

Topics raised under this item must be limited to matters on today's Agenda. If you wish to comment on an item appearing on this agenda, you may send an email to [walkers@lvccld.org](mailto:walkers@lvccld.org). Please identify on which agenda item you are commenting. Any comments not so identified will be read at the end of this meeting.

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. Presentation of Foundation Investment Portfolio, Darren Whitehurst, Windsor Capital Management, LLC
- V. Board discussion and possible action to review the Foundation Investment Policy

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- VI. Financial Update
- VII. Development Report
- VIII. Executive Director's Report
- IX. President's Report
- X. Discussion and possible action regarding the meeting with District Counsel & Vice Chair Nathaniel Waugh
- XI. Discussion and possible action regarding the Las Vegas Clark County Library District Board Meeting from February 9, 2023
- XII. Discussion and possible action on date change for Foundation's 11/4/23 Gala
- XIII. Discussion and possible action on Foundation's current operations in regard to finance and staffing of Gala
- XIV. Discussion and possible action on roles and responsibilities of Foundation Gala Committee and District staff
- XV. Discussion and possible action of Gala committees, meeting dates, and open meeting requirements
- XVI. Public Comment

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 comment on an item appearing on this agenda, you may send an email to [walkers@lvccld.org](mailto:walkers@lvccld.org). Please identify on which agenda item you are commenting. Any comments not so identified will be read at the end of this meeting.

- XVII. 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 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@lvccld.org](mailto:walkers@lvccld.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 Friday, February 10, 2023,

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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 South 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.lvcclfoundation.org](http://www.lvcclfoundation.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 Foundation Board of Directors.

## Las Vegas-Clark County Library District Foundation

### Investment Policy

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This Investment Policy is adopted by the Las Vegas-Clark County Library District Foundation (“Foundation”) and effective as of \_\_\_\_ 2019. The mission of the Foundation is to expand and amplify the library’s community impact by attracting new resources that support library programs and service innovations. The Foundation is organized as a tax-exempt entity under Internal Revenue Code Section 501(c)(3).

#### **PURPOSE**

The excess funds (“Operating Funds”), restricted funds (“Reserve funds”) and funds from endowments (“Endowment Funds”) (collectively “Funds”) will be managed and governed in accordance with the Foundation’s procedures designed to safeguard the assets of the Foundation and ensure compliance with any governmental authority as well as align with the Foundation’s mission as an IRC §501(c)(3) entity serving Clark County, Nevada. The purpose of this Investment Policy statement is to provide both the structure and flexibility necessary to invest the Foundation’s Funds in a safe, timely and appropriate manner through the establishment of investment objectives, policies, guidelines and eligible investments. This Investment Policy is intended to assist the Foundation’s fiduciaries in making investment-related decisions in a prudent manner. However, this Investment Policy creates no obligation for the Foundation to act in any particular way.

#### **OBJECTIVE**

The overall investment objectives of the Foundation in order of importance shall be:

##### *Safety of Principal*

Investment shall be undertaken in a manner that ensures the preservation of capital in the overall portfolio. Safety is defined as the certainty of receiving an amount equal to or greater than the amount originally invested at maturity.

##### *Maintenance of Liquidity*

The ability of the Foundation to quickly convert assets into cash based on the requirements of each respective pool of Funds without significant risk of loss of principal or penalty.

##### *To Obtain the Best Available Return*

A key objective is to generate favorable yields and total returns that may further support in the Foundation’s current and future ability to serve Clark County and the Clark County Library District.

For the purposes of managing investment risk, liquidity and investment returns the following funds will be created and held as separate investment pools:

- “Operating Fund”
- “Reserve Fund”
- “Endowment Fund”

The Board of Directors, at any time and from time to time as warranted, may modify these objectives and any fund designations in its sole discretion.

### **GENERAL PROVISIONS**

- 1) All transactions shall be the sole benefit of the Foundation.
- 2) The Board of Directors is acting in a fiduciary capacity with respect to this Investment Policy.
- 3) The Board of Directors shall review the Foundation's Investment Policy, at a minimum, on an annual basis. The Board of Directors may commence a review the Investment Policy at any time.
- 4) The Board of Directors will endeavor to operate the Foundation's investment program in compliance with all applicable state, federal and local laws and regulations concerning management of investment assets.

### **DELEGATION OF RESPONSIBILITIES**

The Board of Directors has a direct oversight role regarding all decisions that impact the Foundation's investment assets.

The Board of Directors may delegate authority over the Foundation's investments to a properly formed and constituted Finance and Audit Committee ("Committee"), being a committee comprised only of directors.

The Board of Directors or Committee may hire qualified outside experts, advisors, consultants or financial institutions ("Investment Advisor(s)") to manage the investment of the Foundations Funds within the guidelines of this Investment Policy.

Investment Advisor(s) hired by the Foundation must meet the following minimum qualifications;

1. Have at least 3 years of professional experience managing investment accounts. Experience with non-profit entities is desired, but is not required.
2. Hold an active CERTIFIED FINANCIAL PLANNER™ (CFP) certification or similar designation that establishes a proven level of competency with financial planning and investing; and
3. Provide references from at least two existing clients with investment profiles similar to that of the Foundation.

The party having responsibility for the management of the Foundation's investments will act solely for the benefit of the Foundation.

The Board of Directors may also establish an advisory committee (which may include non-directors) to provide investment advice to the Board of Directors or Committee. Advisory committees have no authority to act for the Board of Directors, but may monitor compliance with the investment policy, recommend changes, and assist the Board of Directors or Committee in selecting and retaining investment advisors.

## **RESPONSIBILITIES OF THE BOARD**

The Board of Directors, or if authority is delegated, the Committee, is charged with the responsibility of oversight of the management of the investment assets of the Foundation. The specific responsibilities of the Board of Directors or Committee, as applicable, include:

- 1) Communicating the Foundation's financial needs to the Investment Advisors(s) on a timely basis.
- 2) Determining the Foundation's risk tolerance and investment horizon and communicating these to the appropriate parties.
- 3) Establishing reasonable and consistent investment objectives and policy guidelines which will direct the investment of the assets, to be reviewed by the Board on an annual basis.
- 4) Prudently and diligently selecting one or more qualified Investment Advisor(s).
- 5) Developing and enacting proper control procedures (i.e. replacing Investment Advisor(s) due to fundamental change in the investment management process, or for failure to comply with established guidelines or failure to meet minimum qualifications.
- 6) Periodically review the cost to administer the investments, including any recordkeeping, management and advisor services.
- 7) Periodically review the investment policy guidelines.

## **RESPONSIBILITIES OF MANAGEMENT**

Management shall be responsible for the day-to-day administration and implementation of policies established by the Board of Directors and/or Committee concerning the management of investment assets. Management includes, but is limited to, the Las Vegas Clark County Library District Director of Development and Planning, the Las Vegas Clark County District Development Officer and the Las Vegas Clark County Library District Senior Accountant. Management shall also be the primary liaison between any investment consultants and/or other outside professionals that may be retained to assist in the management of such funds. Specifically, Management shall:

- 1) Oversee the day-to-day operational investment activities of all investment assets subject to policies established by the Board of Directors and/or the Committee.
- 2) Contract with any necessary Investment Advisor(s) selected by the Board of Directors and/or Committee.
- 3) Ensure that the Investment Advisor(s) adhere to the terms and conditions of their contracts and have no material conflicts of interests with the interests of the Foundation; Ensure that performance monitoring systems are sufficient to provide the Committee with timely, accurate and useful information.
- 4) Regularly meet with any Investment Advisor(s) to evaluate compliance with investment guidelines, performance, outlook and investment strategies and tend to all other matters deemed to be consistent with due diligence with respect to prudent management of the investment funds.

- 5) Regularly evaluate the performance of Investment Advisor(s) to assure adherence to the Foundation’s Investment Policy guidelines and to monitor investment objective progress.
- 6) Comply with official accounting and auditing guidelines regarding due diligence and ongoing monitoring of investments.
- 7) Prepare and issue periodic status reports to the Board of Directors and Committee.

**GUIDELINES FOR INVESTING**

**Operating Fund**

The purpose of the Operating Fund is to provide sufficient cash to meet the month-to-month financial obligations of the Foundation in a timely manner.

The investment objectives of the Operating Fund are:

- Preservation of capital;
- Liquidity; and
- To optimize the investment return while avoiding meaningful risk.

The maturities on investments shall have a maximum one month maturity unless otherwise approved by the Board of Directors.

The Operating Fund will be evaluated at least quarterly as part of the overall financial disclosures discussed during regular board meetings.

The President and/or Treasurer and Investment Advisor(s), as authorized by the Board of Directors, may invest the assets of the Operating Fund in accordance with the following guidelines:

Investment Horizon	Investment Objectives	Eligible Investments
1 month	<ul style="list-style-type: none"> <li>• Preservation of capital;</li> <li>• Liquidity; and</li> <li>• To optimize the investment return while avoiding meaningful risk</li> </ul>	<ul style="list-style-type: none"> <li>• Interest bearing savings account;</li> <li>• Interest bearing checking accounts;</li> <li>• Certificates of Deposit, bankers acceptances, notes of time deposits issued by any domestic commercial bank with a rating of at least A- by Standard &amp; Poor’s, Fitch or equivalent rating by Moody’s or to the</li> </ul>

		<p>extent the Funds are FDIC insured</p> <ul style="list-style-type: none"> <li>• Direct obligations of the U.S. Government, (U.S. Treasury Bills, Notes and Bonds), or obligations which are fully guaranteed by the same;</li> <li>• Direct obligations of United States Government Agencies, or obligations which are fully guaranteed by same;</li> <li>• Direct obligations of, and obligations fully guaranteed by any of the fifty states of the United States that are rated at least A- by Standard &amp; Poor's, Fitch or equivalent by Moody's</li> <li>• Indebtedness of any county or other local governmental body within the United States provided that the same are rated at least A- by Standard &amp; Poor's, Fitch or equivalently by Moody's</li> <li>• Money Market Funds where substantially all assets of the a fund must be invested in the Eligible Investment listed above, have net assets of not less than \$1 billion, [comply with criteria set forth in rule 2a-7 under the Investment Company Act of 1940 and] has a rating of at least an</li> </ul>
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		AAA by Standard & Poor's, Fitch or equivalent ratings by Moody's
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**Reserve Fund**

The purpose of the Reserve Fund is to provide secure funding for the mission of the Foundation. The assets of the Reserve Fund shall be managed in such a way as to facilitate the Foundation's goals and objectives as outlined by the Board of Directors. Expenditure of the principal is designated by the Board of Directors unless otherwise designated by the donor(s) in part or in whole. The Board of Directors may authorize up to 100% of the principal and total return of the Reserve Fund may be utilized for funding the mission of the Foundation expenses unless otherwise restricted.

Additions to the Reserve Fund are accomplished by an action of the Committee. To the extent the Foundation expects to have excess cash on hand and no budgeted uses for such cash, such cash may be designated as an addition to the Reserve Fund. The Committee may also re-designate Reserve Funds as Operating Funds.

The investment objectives of the Reserve Fund are:

- 1) Preservation of capital;
- 2) Liquidity; and
- 3) To optimize the investment return while avoiding meaningful risk.

The maturities on investments shall have a maximum 12 month maturity unless otherwise specified by the donor(s).

The Reserve Fund will be evaluated at least annually. The evaluation will be based on the stated investment goals. The report will be prepared by the Treasurer and will be presented to the Board of Directors.

It will be the responsibility of the Committee to regularly review the performance of the investment accounts and the investment policy guidelines, and report to the Board of Directors at least yearly with updates and recommendations as needed.

The President and/or Treasurer and Investment Advisor(s), as authorized by the Board of Directors, may invest the assets of the Reserve Fund in accordance with the following guidelines:

<b>Investment Horizon</b>	<b>Investment Objectives</b>	<b>Eligible Investments</b>
0-5 Years	<ul style="list-style-type: none"> <li>• Preservation of capital;</li> <li>• Liquidity; and</li> <li>• To optimize the investment return while avoiding meaningful risk</li> </ul>	<ul style="list-style-type: none"> <li>• Interest bearing savings account;</li> <li>• Interest bearing checking accounts;</li> <li>• Certificates of Deposit, bankers acceptances, notes of time deposits issued</li> </ul>

		<p>by any domestic commercial bank with a rating of at least A- by Standard &amp; Poor's, Fitch or equivalent rating by Moody's or to the extent the Funds are FDIC insured</p> <ul style="list-style-type: none"> <li>• Direct obligations of the U.S. Government, (U.S. Treasury Bills, Notes and Bonds), or obligations which are fully guaranteed by the same;</li> <li>• Direct obligations of United States Government Agencies, or obligations which are fully guaranteed by same;</li> <li>• Direct obligations of, and obligations fully guaranteed by any of the fifty states of the United States that are rated at least A- by Standard &amp; Poor's, Fitch or equivalent by Moody's or to the extent the Funds are FDIC insured</li> <li>• Indebtedness of any county or other local governmental body within the United States provided that the same are rated at least A- by Standard &amp; Poor's, Fitch or equivalently by Moody's</li> <li>• Money Market Funds where substantially all assets of the a fund must be invested in the</li> </ul>
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		<p>Eligible Investment listed above, have net assets of not less than \$1 billion, [comply with criteria set forth in rule 2a-7 under the Investment Company Act of 1940 and] has a rating of at least an AAA by Standard &amp; Poor's, Fitch or equivalent ratings by Moody's</p>
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Independent of the issuer, the following investments are deemed to be non-eligible for investment purposes:

- Common stock, preferred stock, initial public offerings, restricted securities and private placements;
- Any derivative security including futures, forward contracts, options and swaps;
- Bank loan participations or other forms of indebtedness for which there is no generally recognized liquid and readily accessible secondary trading market;
- Any security in which the return of principal is linked to the fluctuation of currencies, interest rates, stock indices, or similar market indicators;
- Any floating rate security tied to LIBOR or to the U.S. Treasury interest rates that are "turbo" or multiple weighted or inversely tied to the benchmark;
- The use of any class of money market fund that involves a payment in excess of 5 basis points to the intermediary including but not limited to, 12b (1) fees, "marketing cost reimbursement," capital introduction fee or any similar revenue/fee sharing arrangements;
- Hedge funds;
- Placement of securities in a margin account in order to finance the purchase of additional securities or to finance short sales of securities;
- Purchase of an obligation for any company that is presently on credit watch for a possible downgrade by any credit rating agency in which the potential rating downgrade would make the investment ineligible under this Policy Statement;
- Asset-backed securities;
- Auction rate securities and variable rate demand notes; and
- Private equity or venture capital funds.

**Endowment Fund**

**[RESERVED]**

**DONOR RESTRICTIONS**

For the avoidance of doubt, in all instances, donor directions, instructions and intent shall be respected when decisions are rendered concerning the investment or expenditure of donor restricted funds. If a

donor, in the gift instrument, has directed that appreciation not be spent or invested, the Foundation shall comply with that directive and consider it when making decisions regarding the management and investment of the fund. Any attempt to lift restrictions on any fund shall be conducted in full compliance with the law.

## **GUIDELINES FOR SELECTION, MONITORING AND TERMINATION OF INVESTMENT OPTIONS & MANAGERS**

### Selection

As the Board of Directors or Finance Committee engages in the process of selecting the investment managers, it may consider information from many sources. In addition to the minimum qualifications outlined above in this Policy, each Investment Advisor should be operating in good standing with regulators and clients, with no material pending or concluded legal actions.

Each particular investment option under consideration should meet the following standards for selection:

- Performance should be equal to or greater than the median return for an appropriate, style-specific benchmark and peer group over a specified time periods.
- Specific risk and risk-adjusted return measures should be established and be within a reasonable range relative to an appropriate, style-specific benchmark and peer group.
- It should demonstrate adherence to the stated investment objective.
- Fees should be competitive compared to similar investments.

### Monitoring

Each Investment Advisor shall provide to the Board of Directors or Finance Committee a report that details investment results relative to performance objectives and indicates compliance with strategy and guidelines. These reports shall be in writing. These reports shall be provided as soon as administratively practicable following the close of each calendar quarter. Such reports shall include, among other pertinent information, the investment results in terms of rate of return and changes in dollar value. The returns should be compared to the appropriate index, for the most recent quarter, and for annual and cumulative prior time periods.

If overall satisfaction with an investment option or Investment Advisor is acceptable, no further action is required. If areas of dissatisfaction exist, the Investment Advisor and the Board of Directors or Finance Committee will consider how best to remedy the deficiency. If over a reasonable period the provider is unable to resolve the issue, termination may result.

### Termination

Termination of an Investment Advisor and/or investment option should be considered as an option if any one or more of the following conditions exist:

- The investment option significantly underperforms without a justifiable rationale;
- The investment option fails to achieve performance and risk objectives;
- The investment option fails to comply with investment guidelines;
- The Investment Advisor fails to comply with reporting requirements;
- The investment option fails to maintain a consistent investment style; or
- The investment option has been on a "Watch List" for four consecutive quarters.

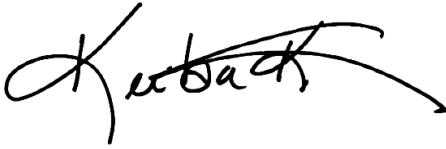
There are no hard and fast rules for terminating an Investment Advisor and/or an investment option. However, if the Investment Advisor and/or the investment option has consistently failed to adhere to one or more of the above conditions, it is reasonable to presume a lack of adherence going forward. Failure

to remedy the circumstances of unsatisfactory performance by the Investment Advisor, within a reasonable time, will be grounds for termination.

Any decision to terminate an Investment Advisor will be treated on an individual basis, and will not be made solely based on quantitative data. In addition to those above, other factors may include professional or client turnover, legal or regulatory proceedings, or material change to investment processes.

**ADOPTION OF THIS INVESTMENT POLICY**

This Statement, which is effective as of September 24 2019, has been adopted on this 24<sup>th</sup> day of September, 2019, by the Board of Directors, and the signatures of appropriate representatives are set forth below.

A handwritten signature in black ink, appearing to read "Keiba Crear", with a large, sweeping flourish extending from the end of the name.

**Keiba Crear, President**

## Las Vegas Clark County Library District Foundation Statement of Financial Position

As of December 31, 2022

	Total
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
1000 Petty cash	100.00
1020 Wells Fargo Commercial Checking	34,312.12
1050 Nevada State Bank	212,911.80
1070 Chase Bank	0.00
1080 Nevada Weath Advisors - Opr	0.00
1081 Ameritrade - Opr Cash & MM	4,876.65
1090 Nevada Wealth Advisors - ICA	0.00
1091 Ameritrade - Cash & MM	3,457.49
1095 Short-Term Investment	0.00
1096 Ameritrade CD - Short-Term	1,541,703.96
1097 Ameritrade - US Treasuries ST	835,241.42
<b>Total Bank Accounts</b>	<b>\$ 2,632,603.44</b>
<b>Accounts Receivable</b>	
1200 Interest Receivables	137,859.48
1210 Pledges receivable	0.00
1240 Grants receivable	0.00
<b>Total Accounts Receivable</b>	<b>\$ 137,859.48</b>
<b>Other Current Assets</b>	
1280 Gift Cards	0.00
1299 Undeposited Funds	0.00
1450 Prepaid expenses	0.00
<b>Total Other Current Assets</b>	<b>\$ 0.00</b>
<b>Total Current Assets</b>	<b>\$ 2,770,462.92</b>
<b>Other Assets</b>	
1250 Other Receivables	1,527.65
1300 Inventory	146,188.00
1500 Long-Term Investment	0.00
1501 Ameritrade CD - Long-Term	-529,952.57
1502 Ameritrade - US Treasuries LT	973,503.96
1503 Ameritrade - Corp Bonds/Notes	591,097.00
1600 Long-Term Note Receivable - ELV	11,335,600.00
1700 Long-Term Note Receivable - MQ	6,646,000.00
<b>Total Other Assets</b>	<b>\$ 19,163,964.04</b>
<b>TOTAL ASSETS</b>	<b>\$ 21,934,426.96</b>

**LIABILITIES AND EQUITY****Liabilities****Current Liabilities****Accounts Payable**

2010 Accounts payable		0.00
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<b>Total Accounts Payable</b>	<b>\$</b>	<b>0.00</b>
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**Credit Cards**

2050 Credit card # 1778		0.00
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2055 Credit Card # 4841 WF		0.00
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2060 Credit Card #2942 NV State Bank		-209.58
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Credit card (7230)		754.18
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<b>Total Credit Cards</b>	<b>\$</b>	<b>544.60</b>
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**Other Current Liabilities**

2700 Due to Related Party - QALICB		88,102.86
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2760 Due to Related Party - LVCCLD		9,303.85
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2800 Unearned Revenue		0.00
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8900 Payroll Liability		404.00
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8910 Payroll taxes- employee		242.24
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<b>Total 8900 Payroll Liability</b>	<b>\$</b>	<b>646.24</b>
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<b>Total Other Current Liabilities</b>	<b>\$</b>	<b>98,052.95</b>
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<b>Total Current Liabilities</b>	<b>\$</b>	<b>98,597.55</b>
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<b>Total Liabilities</b>	<b>\$</b>	<b>98,597.55</b>
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**Equity**

3001 Opening Bal Equity		0.00
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3010 Fund Balance		21,978,882.21
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Net Revenue		-143,052.80
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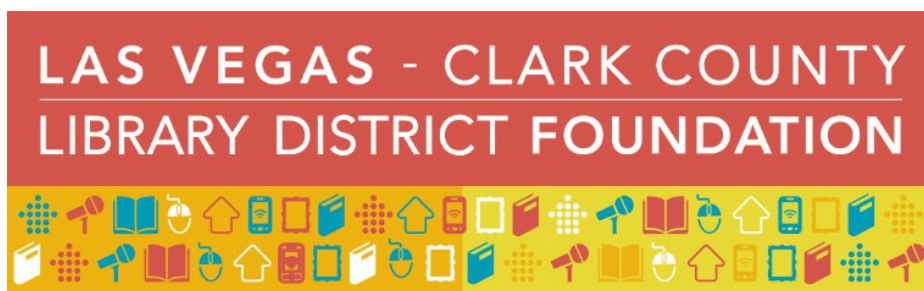
<b>Total Equity</b>	<b>\$</b>	<b>21,835,829.41</b>
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<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$</b>	<b>21,934,426.96</b>
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ITEM VI  
Financial Statement Review

Financial Statement Review				
December 31, 2022				
	<b>YTD 12/31/2022 5 - Months</b>	<b>5 - Months</b>	<b>5 - Months</b>	<b>12 - Months</b>
	<b>Actual</b>	<b>FY2023 Budget</b>	<b>Over/(Under)</b>	<b>FY2022 Budget</b>
<b>Revenues</b>				
Individual/ Business Contributions	17,103	20,833	(3,731)	50,000
Grants	174,166	312,500	(138,334)	750,000
Bookstore Sales	120,714	125,000	(4,286)	300,000
Other Income	3,100	-	3,100	-
Investment Interest Income	22,254	18,087	4,167	43,409
	<b>337,336</b>	<b>476,420</b>	<b>(139,084)</b>	<b>1,143,409</b>
<b>Expenses</b>				
Foundation Initiatives & District Programs	409,791	391,667	18,125	940,000
Book Store Operations	19,111	45,833	(26,723)	110,000
Other Expenses	21,487	19,167	2,321	46,000
Sponsorship - Women & Money Conference	20,000	-	20,000	-
Gala	10,000	-	10,000	-
NMTC (net interest expense)	-	-	-	-
	<b>480,389</b>	<b>456,667</b>	<b>23,723</b>	<b>1,096,000</b>
<b>Net Income (Loss)</b>	<b>(143,053)</b>	<b>19,754</b>	<b>(162,807)</b>	<b>47,409</b>
WF & NSB Checking Account Balances	247,224			





## MEMORANDUM

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**TO:** LVCCLDF Board of Directors  
**FROM:** JoAnn Prevetti, Director of Development  
**DATE:** **February 16, 2023**  
**SUBJECT:** Development Department Report – December '22 through February '23

- Met with Palms Casinos re: library district partnership
  - Palms hosting the library at their casino on 3/2 and 3/3 to sign up team members for library cards.
- Met with Circa Casinos re: library district partnership
  - They are interested in mirroring the Palms event
- Attended Asian Chamber Gala as a guest of Boyd Gaming
- Attended City of Las Vegas ARPA audit webinar
  - Prepared requested questionnaire documents per City's instruction for submission
- Met with Neon Museum leadership re: museum pass program expansion
- \$31k donation received from City of Las Vegas for library district arts programming.
- \$35k donation received from Intermountain Healthcare for library district blood pressure machines checkouts
  - \$100k library district mobile phone program funding pending
- \$25k donation received from United Way for library district Career Online High School Program
- \$1k donation received from Boyd Gaming for tutoring/library district programs
- \$5k donation received from anonymous donor for youth/library district programs
- Total website donations/individual donations 2/1/22 through 2/1/23 \$20,638.24
- Invited by the Clark County Bar Association to submit an article re: the library's clean air measuring program for their May magazine.
- Toured Sahara West Library with Wells Fargo and discussed possible 2023 grant funding

- Met with Matt Defalco with Olympia Companies re: program funding.
- Met with Mr. Kevin Malone, potential donor, and Arash with Nevada Partnership for Homeless Youth re: phone funding program and monetary donation.
- Met with Dr. Joe Greer, Dean of Roseman Medical School re: dual-grant funding possibilities and no-cost "in-home" home medical services for library district patrons.
- Met with Desert Dogs professional Lacrosse team to finalize sponsorship for Winter Reading Challenge.
- Attended Governor's inaugural gala.
- Met with State of Nevada DMV re: library license plate approval and next steps.
  - A portion of the funds of the license plates will benefit library district programming.
- Met with Meyer Lansky, Jr. re: potential Tales and Cocktails fundraising event.
- Met with Tony Gladney, MGM Resorts, re: Super Bowl collaboration.
- Met with Julie Murray with Moonridge Group to discuss philanthropy.
- Met with the Desert Research Institute (DRI) re: grant funding collaboration and STEM program support.
- Toured Cristo Rey High School re: potential partnership
- Met with Philanthropist, Mr. Stephen Lackey, re: program funding
  - More to come
- Met with F-1 Attorney and Project Manager, both located in Las Vegas, re: Library collaboration/grant funding
  - More to come
- Met with Tania Bardyn – Regional Medical Library – NNLM.GOV re: joint grant opportunities for SDoH.

**Pending Meetings – February/March**

Sandra Douglass Morgan – Raiders

- Confirmed to meet after the season ends.

Bill Paredes – VP – Bank of Nevada

Michelle Marsh – President of First-Class Vending – Ms. Marsh is closely tied to the Hope for Prisoners and hires individuals from the program to work for her company.

Lunch with Peter Guzman – Latin Chamber president

Mr. Paul Tran, Summerlin resident and founder and CEO of Manscaped (a billion-dollar company)  
###

<b>FOUNDATION AWARDED</b>	<b>FOUNDATION PENDING</b>	<b>FOUNDATION DENIED</b>		<b>DISTRICT AWARDED</b>	<b>DISTRICT PENDING</b>	<b>DISTRICT DENIED</b>
\$657,750	\$145,000	\$635,000		\$1,059,518	\$20,000	\$685,000

Las Vegas- Clark County Library District Foundation Board of Directors Meeting - Item VII Development Report

	FOUNDATION AWARDED GRANTS		FOUNDATION	PENDING SUBMITTED	GRANTS	FOUNDATION	DENIED GRANTS	
Best Buy	Refresh the Teen Tech Center. The tech center gives youth access to tech education, relationships that help to build confidence, and a foundation for school and career success.	\$10,000	Aviators	Support Youth Programs *\$2,500-\$5,000 TBD	\$5,000	Centene Corporation	SDoH funding for Mobile phones for people experiencing homelessness.	\$100,000
Boyd Gaming	Support Tutoring	\$3,500	Intermountain Healthcare	Mobile Phone Program – People experiencing homelessness	\$100,000	NV Energy	Tutoring	\$25,000
Cox Charities	Playaway Launchpads available for checkout	\$5,000	Mercado	Latino Community Marketing	\$20,000	Wynn Employee Foundation	Expansion of cultural experiences through museum ticket funding.	\$10,000
Cox Charities	STEAM Lab refresh for adults	\$25,000	Nevada State Bank	\$10k tutoring \$10k mobile phones	\$20,000	NV Women’s Philanthropy	Mobil Library/Tech Community Van	\$500,000
Eagle Promotions	Support Library Programs	\$2,500	<b>Total Pending</b>	<b>Grants for Submission</b>	<b>\$145,000</b>			
Engelstad Foundation	Nevada deals with a water shortage and finds many increasing job opportunities in the grow field are in hydroponics. While the library would only use lettuce and tomatoes it would teach the tech skills to folks who could leverage it for better jobs and support a growing NV industry.	\$80,000 (in kind)	<b>FOUNDATION</b>	<b>PENDING GRANTS FOR</b>	<b>DISCUSSION</b>			
Intermountain Healthcare	Blood Pressure Machines for checkout	\$35,000	United Way	Tutoring Funding	\$250,000			
LV Review Journal	Philanthropy Marketing *In-Kind Project (\$12,500)	\$12,500	MGM	Tutoring Funding	\$80,000			
Wells Fargo	Title Sponsor - Women & Money The Financial Empowerment Summit	\$20,000	Palms	Tutoring Funding	\$5,000			
City of LV	Tutoring	\$400,000						
City of LV	To help support the arts programs, resources and activates as they come back from COVID losses.	\$31,000						
United Way	To help elevate community members in earning their High School Diplomas	\$25,000						
Anonymous Donor	Funding for creation of early learning kits	\$5,000						
David Simon Foundation	Funding for creation of early learning kits	\$3,500						
	<b>Total Foundation Grants Awarded</b>	<b>\$657,750</b>	<b>Total Pending</b>	<b>Grants For Discussion</b>	<b>\$335,000</b>	<b>Total Denied</b>	<b>Foundation</b>	<b>\$635,000</b>

Las Vegas- Clark County Library District Foundation Board of Directors Meeting - Item VII Development Report

	DISTRICT AWARDED GRANTS		DISTRICT	PENDING SUBMITTED	GRANTS	DISTRICT	DENIED GRANTS	
Dept of Education	Adult Education Programs	\$783,441	Lyrasis	Expansion of library/museum cultural experiences	\$20,000	NEA	Musical Theater Songwriting Challenge for High School Students	\$160,000
Dept of Education	Adult Education Programs	\$61,303				Union Pacific	Cultural Arts Experience for writers	\$25,000
LSTA 2002	Anytime Library	\$75,000				Infrastructure and Capacity Building NEH	Capital Projects	\$500,000
NSLA Collection	"The Library of Things"-such as carbon dioxide monitors, radon testing kits, cake, and baking pans, go pro cameras, webcams, onboard diagnostic units for car repairs, sound amplifiers, musical instruments, light projectors, and more.	\$139,774						
	<b>TOTAL DISTRICT GRANTS AWARDED</b>	<b>\$1,059,518</b>	<b>TOTAL</b>	<b>PENDING GRANTS</b>	<b>\$20,000</b>	<b>TOTAL</b>	<b>DENIED</b>	<b>\$685,000</b>



## ITEM VI.A.

### MEMORANDUM

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**TO:** LVCCLD Foundation Board of Directors  
**FROM:** Kelvin A. Watson, Executive Director  
**DATE:** February 14, 2023  
**SUBJECT:** Executive Director's Report

These are highlights from the Library District:

Three Staff members of LVCCLD were selected as reviewers for the Springs Preserve Scholastic Art and Writing Awards.

Hosted Library District Half- Time Town Hall Meeting to discuss the 2026 Strategic Playbook updates, goals, and obstacles to staff in-person and via live stream.

Met with Dr. Gilliar, Dean of the College Osteopathic Medicine at Touro University to discuss future partnership for medical students with the Library District. Had follow up meeting with staff to discuss programming ideas.

Attended the Vegas Chamber Board of Trustees Installation Luncheon.

Held 3<sup>rd</sup> session for the New Hire Roundtable Discussion for staff who have been hired for 0-3 years with the Library District.

Attended the Library Journal Director's Summit in Baltimore, MD as a moderator for Safety Library Discussion. Also attended meetings and focus groups throughout the event.

Attended the EPG 2023 Workforce Development Convening with leaders from DC, MD, and VA. Toured several of their America Job Center sites with Jaime Cruz, Executive Director of Workforce Connections.

Attended the BiblioApps Demonstration with staff for a new potential Library District app.

Attended the Las Vegas City Council and Planning Commission Meeting with John Vино, for approval of the new West Las Vegas Library plan. The plan was approved and will go before Las Vegas City Council on February 15.

Met with Michelle Jackson, President & CEO of Junior Achievement, to discuss future partnership and programming with the Library District.

Met with Regional Medical Library Principal Investigator & Director and administration team, to discuss opportunities for funding, programs, and training for health needs in the Clark County community.

Met with Anthony Chow, Director of San Jose University & School of Information to discuss partnerships and EDI within the Library profession.

Met with Roseman University College of Medicine along with JoAnn Prevetti to discuss potential partnership. (Tour of Library District location will be given next month)

Attended the 1st Annual Veteran's Festival honoring those who served and active members at Whitney Library.

Attended the Preview Las Vegas 2023- premiere economic forecasting event with Workforce Connections, JoAnn Prevetti and John Vino.

To: Las Vegas Clark County Library District Foundation Board of Directors

From: Elaine Sanchez, President

February 16, 2023

### President's Report

For more than 20 years the Foundation has worked hand in hand with the Library District to provide programming for the Las Vegas Clark County valley. Our board is comprised of folks who reflect our community in gaming, finance, philanthropy, government, law enforcement, and is entirely a volunteer board. The Foundation has a unique mix of past Library District chairs, and past Library District Board of Trustees, and at all times there are two members who serve both the Library District and the Foundation boards. Due to these unique qualities of the Foundation board, I believe there is an understanding of the positions of the Library District Board of Trustees, and we value their service and the unique challenges of overseeing the largest Library District in the state.

While the Foundation is a separate organization from the Library District, we share one common purpose, one common goal which is to support the Library District and its many critical programs. We as board of directors are honored to serve in our capacity and are ever mindful of our fiduciary responsibility to the Library District and the Foundation. We have never done anything contrary to the Library District's goals because all our board members understand the critical role that reading programs, books, homework help centers, teen tech labs and children and adult programs have on the quality of life to our residents in Southern Nevada.

Our Foundation is in lock step with the mission of the Library District and our Executive Director Kelvin Watson. We are proud of what he has accomplished in a short amount of time here. We support his initiatives and vision in building a better library through innovation, technology and developing new ways for outreach. We also want to recognize the hard work of staff who make a difference in the lives of Library District patrons. At the end of the day, what truly matters is that both the Library District and the Foundation continue the great work that we have been able to accomplish for future generations. I think we can all agree that we cannot place a value on the many services that both boards work so hard to bring to fruition each year. We want to continue collaborating and finding a new framework where the District and the Foundation can explore bolder opportunities.



Our Foundation welcomes a Foundation Committee Working Group that was formed at the Las Vegas Clark County Library District's Board of Trustee meeting on February 9. The committee will comprise of four District board members and four Foundation board members. This will be a discussion point at our February 16, meeting, under item XI. Discussion and possible action regarding the Las Vegas Clark County Library District Board Meeting from February 9, 2023. The goal of the working group is to create recommendations on how to best operate to serve the needs of the Library District in a more cohesive way. To create a better framework for both boards in order to strengthen our programming and development. Chair Brian Wilson stated at the District's board meeting that he would like recommendations for its next board meeting scheduled March 9.

In my meet and greet on February 1 with Trustee and now Foundation board member Kate Whiteley Turner, she suggested that our board review United for Libraries, which is an association of library trustees, advocates, friends, and foundations. She suggested also looking at the other library systems and their foundations as examples of how we can operate more cohesively. I think these are subject matters that should be discussed at the working group meeting.

There are details that need to be outlined for sure, changes in policies, and new directives but many organizations in the valley have done this. We have the Public Education Foundation, which is the arm for CCSD, the UNLV Foundation which is the arm of the University and other fruitful partnerships. I know we all support the Library and look forward to our new strengthened partnership.

## **Other Developments**

- On February 7, Foundation counsel responded to Library District counsel's memo from the January 20 email sent by Brian Wilson. The response was sent to both Foundation and Library District boards. On February 8, I wrote a letter briefing both City Council and Clark County Commissioners on the proposed Las Vegas Clark County Library District agenda items scheduled for February 9 and included both the Library District's and Foundation's counsel responses. Directors Fred James, Keiba Crear and I met personally with the Chair of the County Commission to discuss the bookstore agreement. I attended the Las Vegas Clark County Library District Board meeting on February 9 with Foundation counsel Briana Martinez.

- On Thursday, February 9, at the Las Vegas Clark County Board of Trustees meeting, an item was placed on the agenda. Agenda Item VIII.B.1, “to cease transferring bookstore funds to the Las Vegas Clark County Library District Foundation.” The Board of Trustees decided to remove that item from the agenda pending the formation of a Foundation Working Group. In addition, the bookstore funds since December of 2022 had not been transferred to the Foundation account. According to Chair Brian Wilson’s comments, that action occurred due to a conversation held among himself, Executive Director Kelvin Watson and legal counsel Gerald Welt. The non-transfer of bookstore sale funds occurred in December and January and was not approved by the Board of Trustees. At the meeting, Chair Brian Wilson stated the funds would be distributed to the Foundation retroactively.
- After the Foundation’s special meeting on counsel, an agreement was executed between Kaempfer Crowell and the Las Vegas Clark County Library District Foundation on February 1, 2023.
- I met with Trustee Kate Whiteley Turner for coffee to welcome her to the Foundation on February 1.
- I attended the City of Las Vegas Compliance Assessment Informational Session on February 9 in order to comply with the agreement for the American Rescue Plan Act (ARPA funds). These funds are tied to the Homework Help Centers. It provides certified CCSD teacher tutor services at eight LVCCLD branch locations: Centennial Hills, East Las Vegas, Rainbow, Spring Valley, Sunrise, West Las Vegas, Whitney, and Windmill. The program operates Monday to Thursday, from 4:00 p.m. to 6:00 p.m. from September to May, following the CCSD calendar. Students from any school are welcome to drop in for assistance with their homework of the day. The Foundation has a professional services contract from Andson, Inc., which recruits, orients, and manages the certified CCSD teachers who provide the tutor services and who collect program feedback and student achievement data in parent, student, and

teacher surveys. Thank you to the City of Las Vegas grant we are continuing this service at no cost to the Las Vegas-Clark County community for the 2022-2023 school year.

- On February 13, I signed the funding agreement between the Las Vegas Clark County Library District Foundation and United Way of Southern Nevada. UWSN has selected the Foundation to receive funding to provide services to unemployed and underemployed job seekers through the Las Vegas Clark County Library District's Career Online High School program, which provides out of school adults with the ability to receive credits towards a high school diploma. The purpose of the partnership formed between UWSN and the Foundation is to develop collaborative goals and implement strategies that promote Workforce Development in Southern Nevada.
- I am meeting with Las Vegas Clark County Library District Vice President Nathaniel Waugh on February 14.



ATTORNEYS AT LAW

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CARSON CITY OFFICE  
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Carson City, NV 89703  
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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](mailto: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



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.



**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,



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



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





Las Vegas-Clark County Library District Foundation, Inc.  
January 25, 2023  
Page 6

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 1 day of February, 2023.

LAS VEGAS-CLARK COUNTY LIBRARY  
DISTRICT FOUNDATION, INC.

By:   
Its:

**LAS VEGAS - CLARK COUNTY  
LIBRARY DISTRICT FOUNDATION**

Item X: Election of Director 3-17-21

**ITEM X: Board discussion and possible action to elect Felipe A. Ortiz as LVCCLD Foundation Board Director**

Per the By-Laws of the Las Vegas-Clark County Library District Foundation, two members of the Library District Board of Trustees shall serve as Directors on the LVCCLD Foundation Board of Directors. Directors serve two three-year terms, or until their position on the board is filled.

With the resignation of Shannon Bilbray-Axelrod from the Library District Board of Trustees in February, 2021, it is proposed that Felipe A. Ortiz, be elected to the LVCCLD Foundation for a first term of three years.

Mr. Ortiz is a retired federal law enforcement officer who served the Federal Judiciary in Nevada. He was employed as a special assistant in city government for Ward 3 Councilman Bob Coffin. He now works for the Nevada Department of Training and Rehabilitation. Mr. Ortiz has served on the Library District Board of Trustees since July 2013. He has served as Chair of the LVCCLD Board of Trustees since July, 2019. He holds a Masters of Public Administration from UNLV.

**Motion:** Elect Felipe A. Ortiz as LVCCLD Foundation Director for a first term of three years.

**WELT LAW** | SOCIAL SECURITY DISABILITY & GUARDIANSHIP  
ATTORNEYS AT LAW 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.

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January 4, 2023

Page 2

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



LAS VEGAS - CLARK COUNTY  
LIBRARY DISTRICT FOUNDATION

February 8, 2023

City of Las Vegas  
Mayor and City Council  
495 S. Main Street  
Las Vegas, NV. 89101

Dear Mayor and Councilmembers:

I currently serve as President of the Las Vegas Clark County Library District Foundation. One of the strategic developments implemented by the Las Vegas Clark County Library District (“District”) was the establishment of a 501(c)(3) organization, established in 2002, as the Las Vegas Clark County Library District Foundation (“Foundation”). Since inception, the Foundation has been working collaboratively with the District to provide outstanding library experiences to the residents of Las Vegas and Clark County. The Foundation’s mission is best achieved with full cooperation and support of the District. As President of the Foundation, I believe library services currently enjoyed by Las Vegas and Clark County residents are needlessly at risk.

Since 2009, the Foundation and the District have had a contractual relationship, with the Foundation as the sole recipient of the District’s discarded books and book donations from the public. The Bookstore Agreement, approved by the Library District Board of Trustees and the Library Foundation Board of Directors, sets forth the responsibility of the Foundation to provide an annual audit of Foundation books, and restricts revenues from used book sales to the District and Foundation initiatives that benefit the District. These programs have supported activities of all District departments and provide resources for programs that cannot be paid for by tax generated dollars. It also allows the Foundation to have an advantage in grant procurement, since all grant funds can go directly to initiatives, not overhead.

On January 19, 2023, Brian Wilson, Chairman of the Las Vegas-Clark County Library District Board of Trustees (the “Trustees”) asked Library District Attorney Gerald Welt to read into the record a memorandum titled Compliance with Agreement with Las Vegas-Clark County Library District and Bylaws for the Las Vegas-Clark County Library Foundation. Mr. Wilson and Mr. Welt asserted that it was their opinion that the Bookstore Agreement was null and void. In our legal counsel’s opinion, the Trustees were not allowed to vote or discuss this critical item since it

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was not noticed properly. In addition, the report was not included in the board packet so the Board of Trustees could read the information themselves. Both the District's Board of Trustees and the Foundation received the memo the following day after the District's meeting. Attached to this letter is the Memo from District Counsel and the Foundation's response.

The District's next board meeting is scheduled for tomorrow, February 9 at 5:00 p.m., at the District's Windmill Library. There is an agenda item for Discussion and possible board action to cease transferring bookstore funds to the Las Vegas Clark County Library District Foundation. As part of the Chair's Report there is another agenda item stating, "Board discussion and possible appointment of a Foundation Committee working group."

Last week the Foundation reached out to the District for a meeting to discuss these matters and members of the District and the Foundation spoke via teleconference yesterday. Those in the meeting included me, District Counsel Gerald Welt, Library District Executive Director Kelvin Watson, District Vice Chair Nathaniel Waugh, and Foundation Counsel Briana Martinez. The District and the Foundation have worked well together for the last 20 years. Both boards have partnered on providing the best in library programs and services during the best of economic times and under difficult economic periods.

The City of Las Vegas and Clark County provide the ultimate oversight of the District and Foundation's activities and I wanted to provide this brief update to you to convey my concern over matters related to the partnership between the Foundation and the District prior to the District's meeting tomorrow. A determination that the Bookstore Agreement is null would mean a removal of funds that goes towards library programs and would diminish our collaborative initiatives. I believe that voting to unilaterally dismantle the agreement prior to establishing a Foundation working committee to find solutions between the District and the Foundation is premature. The Foundation looks forward to continuing assisting the District in generating nontaxed revenues to meet its strategic goals for its library and its non-library programmed activities.





LAS VEGAS - CLARK COUNTY  
LIBRARY DISTRICT FOUNDATION

Thank you for your time and attention and allowing me to express my concerns related to the District's recent actions.

Sincerely,

Elaine Sanchez

President

Las Vegas Clark County Library District Foundation

CC: Mayor Pro Tem Brian Knudsen  
Councilman Cedric Crear  
Councilwoman Victoria Seaman  
Councilwoman Olivia Dias  
Councilwoman Francis Allen-Palenske  
Councilwoman Nancy E, Brune

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**WELT LAW** | SOCIAL SECURITY DISABILITY & GUARDIANSHIP  
ATTORNEYS AT LAW 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.

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GERALD M. WELT, ESQ.  
TIFFANY WELT DOCTORS, ESQ.

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January 4, 2023

Page 2

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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

**KAEMPFER**

**CROWELL**

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**CARSON CITY OFFICE**  
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Carson City, NV 89703  
Tel: 775.884.8300  
Fax: 775.882.0257

February 7, 2023

**VIA EMAIL**

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[gmwesq@weltlaw.com](mailto:gmwesq@weltlaw.com)

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Kelvin Watson  
Executive Director  
Las Vegas-Clark County Library District  
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[watsonk@lvccld.org](mailto:watsonk@lvccld.org)

Board of Trustees  
Las Vegas-Clark County Library District  
7060 West Windmill Lane  
Las Vegas, NV 89113

**Re: *Response to Memo re: Compliance with Agreement with Las Vegas-Clark County Library District and Bylaws for Las Vegas-Clark County Library District Foundation***

Ladies and Gentlemen:

We represent the Las Vegas-Clark County Library District Foundation, Inc. (the "Foundation"). Thank you for taking the time to meet with Elaine Sanchez and me on February 7<sup>th</sup> to discuss the Bookstore Agreement (the "Agreement") and moving forward. After our conversation, the Foundation feels it has a responsibility to respond to the concerns made in the memo dated January 04, 2023 (the "Memo") from Mr. Welt to the Las Vegas-Clark County Library District (the "District") and the statements made at the January 19, 2023, District Board meeting. The Foundation wants to be as transparent as possible with the District.

**HISTORY OF THE FOUNDATION AND THE DISTRICT**

As stated in the Memo, the Foundation was created 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 to benefit the District."

Since its inception, the Foundation has been working collaboratively with the District to provide outstanding library experiences to the residents of Las Vegas and Clark County. The



Gerald M. Welt  
Nathaniel Waugh  
Kelvin Watson  
Board of Trustees  
February 7, 2023  
Page 2

Foundation's mission is to create and enhance library experiences for all residents of Las Vegas and Clark County. This mission is best achieved with the full cooperation and support of the District.

Since 2009 the District and the Foundation have been parties to the Agreement. The Foundation is the sole recipient of the District's discarded books and book donations from the public. The Agreement has been extended over the years and does not terminate until June 30, 2024.

The Agreement sets forth the responsibility of the Foundation to provide an annual audit of books, and restricts revenues from used book sales to the District and Foundation initiatives that benefit the District. Under the Agreement, book sale revenues are restricted to District programs. These programs have supported the activities of all District departments. This foundational support from the District enables the Foundation to have a revenue stream that is immediately available for library programs, marketing initiatives, facility improvements, collaborative initiatives with community partners, and collection enhancements. It further allows the Foundation to have an advantage in grant procurement since all grant funds can go directly to the initiative, not overhead.

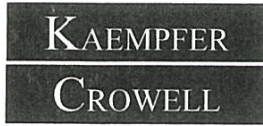
## **RESPONSE TO CONCERNS/STATEMENTS MADE**

In the Memo and at the District Board meeting, Mr. Welt raised several concerns which are each addressed below:

### **NRS 332.185**

Mr. Welt relied on NRS 332.185 to argue that the District can and should sell the books without using the Foundation to hold the funds. In 2019, NRS 332.185 was amended to expressly authorize a local government to dispose of personal property by **any manner**, including, without limitation, by public auction or donating such property to another governmental entity or nonprofit organization. Whether or not the law permits the District to sell the books on its own does not affect the validity of a contractual agreement between the parties. The District cannot unilaterally terminate the Agreement between the parties—especially when the District did not place this item on its agenda or have a vote on terminating the Agreement. The Agreement is in place until June 30, 2024.

One of the District's responsibilities under this Agreement is to collect and audit bookstore sales and deposit collected funds monthly into the restricted account of the Foundation. However, the District stopped depositing these funds into the Foundation's restricted account as of December 2022. This is a material violation of the Agreement. This also means that a decision was made to stop transferring the funds to the Foundation before the Memo was presented to the District's Board of Trustees.



Gerald M. Welt  
Nathaniel Waugh  
Kelvin Watson  
Board of Trustees  
February 7, 2023  
Page 3

The Foundation wants to make clear that the District cannot unilaterally terminate the Agreement and stop transferring funds to the Foundation. At the January 19<sup>th</sup> District Board Meeting, Mr. Wilson and Mr. Welt asserted that the Agreement is null and void. The District's Board of Trustees did not have an opportunity to review the Memo before the meeting or even vote on whether the Agreement should be terminated and what those implications would be for the District.

It is our opinion that the Agreement cannot be terminated without it being properly noticed and the District's Board of Trustees voting on such an important matter during a public meeting. A determination that the Agreement is terminated would mean a removal of funds that go towards library programs, marketing initiatives, facility improvements, collaborative initiatives with community partners, and collection enhancements. There also needs to be clarification moving forward as to the books donated by the public to the Foundation and how the Foundation will collect such money that the District is withholding.

#### **Response to Employee Concern**

The Memo alleges that somehow the Foundation is not in compliance with the Agreement because it hired a part-time employee. This is not a valid basis to terminate a longstanding agreement between the parties.

The District has been well aware that the Foundation hired an employee. This is evidenced by several factors. On November 12, 2020, the Foundation provided the District with a report on its activities and initiatives. In this report, Planning and Development Director Danielle Miliam reported to the District that the Foundation had one paid employee, who assisted with online book sales.

There is no legitimate dispute as to the District's awareness of this. Two members of the Foundation's board are appointed by the District and the Executive Director serves in an ex-officio capacity. And the District's Volunteer Manager is the person in charge of setting the employee's schedule. Since the day this employee was hired, the District was privy to this information through the District and Foundation's financial records.

#### **Response to Trustee Concern**

The Foundation refutes any claims that it has not received approval on the District's trustee appointments. In February 2021, Shannon Bilbray-Axelrod resigned from the Foundation's Board of Trustees and the District proposed Felipe Ortiz to take her place. The District also proposed Kelly Benavidez. Both of whom currently sit on the District's Board of Trustees.



Gerald M. Welt  
Nathaniel Waugh  
Kelvin Watson  
Board of Trustees  
February 7, 2023  
Page 4

## MOVING FORWARD

The District and the Foundation have worked well together for the last 20 years. Both boards have partnered on providing the best in library programs and services during the best of economic times and under difficult economic periods. In addition, one of the Foundation's primary purposes is to raise funds for the District and work to improve our Las Vegas-Clark County community as a whole.

The Foundation understands that both entities need to operate separately. That said, both entities have a common goal to provide outstanding library experiences to the residents of Las Vegas and Clark County. The Foundation wants to work together to address the District's concerns and discuss how to move forward. However, terminating a longstanding partnership without notice to the Foundation or following corporate formalities is not the proper way to handle this. It breaks the spirit of transparency between both entities.

The Foundation looks forward to continuing this relationship and assisting the District in generating non-taxed revenues to meet its strategic goals for its library and its non-library programmed activities. If you have any questions or concerns, please contact me at 702-792-7072 or [bmartinez@kcnvlaw.com](mailto:bmartinez@kcnvlaw.com).

Sincerely,

KAEMPFER CROWELL

A handwritten signature in blue ink, appearing to read "Briana E. Martinez", is written over the printed name.

Briana E. Martinez



LAS VEGAS - CLARK COUNTY  
LIBRARY DISTRICT FOUNDATION

February 8, 2023

Clark County Commission  
Chair, Jim Gibson  
500 S. Grand Central Parkway  
Las Vegas, NV. 89155

Dear Commissioner Gibson:

I currently serve as President of the Las Vegas Clark County Library District Foundation. One of the strategic developments implemented by the Las Vegas Clark County Library District (“District”) was the establishment of a 501(c)(3) organization, established in 2002, as the Las Vegas Clark County Library District Foundation (“Foundation”). Since inception, the Foundation has been working collaboratively with the District to provide outstanding library experiences to the residents of Las Vegas and Clark County. The Foundation’s mission is best achieved with full cooperation and support of the District. As President of the Foundation, I believe library services currently enjoyed by Las Vegas and Clark County residents are needlessly at risk.

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was not noticed properly. In addition, the report was not included in the board packet so the Board of Trustees could read the information themselves. Both the District's Board of Trustees and the Foundation received the memo the following day after the District's meeting. Attached to this letter is the Memo from District Counsel and the Foundation's response.

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The City of Las Vegas and Clark County provide the ultimate oversight of the District and Foundation's activities and I wanted to provide this brief update to you to convey my concern over matters related to the partnership between the Foundation and the District prior to the District's meeting tomorrow. A determination that the Bookstore Agreement is null would mean a removal of funds that goes towards library programs and would diminish our collaborative initiatives. I believe that voting to unilaterally dismantle the agreement prior to establishing a Foundation working committee to find solutions between the District and the Foundation is premature. The Foundation looks forward to continuing assisting the District in generating nontaxed revenues to meet its strategic goals for its library and its non-library programmed activities.





LAS VEGAS - CLARK COUNTY  
LIBRARY DISTRICT FOUNDATION

Thank you for your time and attention and allowing me to express my concerns related to the District's recent actions.

Sincerely,

Elaine Sanchez

President

Las Vegas Clark County Library District Foundation

CC:

Commissioner William McCurdy  
Commissioner Marilyn Kirkpatrick  
Commissioner Justin Jones  
Commissioner Ross Miller





**WELT LAW** | SOCIAL SECURITY DISABILITY & GUARDIANSHIP  
ATTORNEYS AT LAW 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,

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January 4, 2023  
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Sincerely,

GERALD M. WELT, ESQ., General Counsel  
LAURI S. THOMPSON, ESQ., Outside Counsel with Greenberg Traurig, LLP

cc: Kelvin Watson

**KAEMPFER**

**CROWELL**

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February 7, 2023

**VIA EMAIL**

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Board of Trustees  
Las Vegas-Clark County Library District  
7060 West Windmill Lane  
Las Vegas, NV 89113

**Re: *Response to Memo re: Compliance with Agreement with Las Vegas-Clark County Library District and Bylaws for Las Vegas-Clark County Library District Foundation***

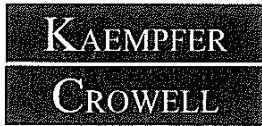
Ladies and Gentlemen:

We represent the Las Vegas-Clark County Library District Foundation, Inc. (the "Foundation"). Thank you for taking the time to meet with Elaine Sanchez and me on February 7<sup>th</sup> to discuss the Bookstore Agreement (the "Agreement") and moving forward. After our conversation, the Foundation feels it has a responsibility to respond to the concerns made in the memo dated January 04, 2023 (the "Memo") from Mr. Welt to the Las Vegas-Clark County Library District (the "District") and the statements made at the January 19, 2023, District Board meeting. The Foundation wants to be as transparent as possible with the District.

**HISTORY OF THE FOUNDATION AND THE DISTRICT**

As stated in the Memo, the Foundation was created 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 to benefit the District."

Since its inception, the Foundation has been working collaboratively with the District to provide outstanding library experiences to the residents of Las Vegas and Clark County. The



Gerald M. Welt  
Nathaniel Waugh  
Kelvin Watson  
Board of Trustees  
February 7, 2023  
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Foundation's mission is to create and enhance library experiences for all residents of Las Vegas and Clark County. This mission is best achieved with the full cooperation and support of the District.

Since 2009 the District and the Foundation have been parties to the Agreement. The Foundation is the sole recipient of the District's discarded books and book donations from the public. The Agreement has been extended over the years and does not terminate until June 30, 2024.

The Agreement sets forth the responsibility of the Foundation to provide an annual audit of books, and restricts revenues from used book sales to the District and Foundation initiatives that benefit the District. Under the Agreement, book sale revenues are restricted to District programs. These programs have supported the activities of all District departments. This foundational support from the District enables the Foundation to have a revenue stream that is immediately available for library programs, marketing initiatives, facility improvements, collaborative initiatives with community partners, and collection enhancements. It further allows the Foundation to have an advantage in grant procurement since all grant funds can go directly to the initiative, not overhead.

## **RESPONSE TO CONCERNS/STATEMENTS MADE**

In the Memo and at the District Board meeting, Mr. Welt raised several concerns which are each addressed below:

### **NRS 332.185**

Mr. Welt relied on NRS 332.185 to argue that the District can and should sell the books without using the Foundation to hold the funds. In 2019, NRS 332.185 was amended to expressly authorize a local government to dispose of personal property by **any manner**, including, without limitation, by public auction or donating such property to another governmental entity or nonprofit organization. Whether or not the law permits the District to sell the books on its own does not affect the validity of a contractual agreement between the parties. The District cannot unilaterally terminate the Agreement between the parties—especially when the District did not place this item on its agenda or have a vote on terminating the Agreement. The Agreement is in place until June 30, 2024.

One of the District's responsibilities under this Agreement is to collect and audit bookstore sales and deposit collected funds monthly into the restricted account of the Foundation. However, the District stopped depositing these funds into the Foundation's restricted account as of December 2022. This is a material violation of the Agreement. This also means that a decision was made to stop transferring the funds to the Foundation before the Memo was presented to the District's Board of Trustees.



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It is our opinion that the Agreement cannot be terminated without it being properly noticed and the District's Board of Trustees voting on such an important matter during a public meeting. A determination that the Agreement is terminated would mean a removal of funds that go towards library programs, marketing initiatives, facility improvements, collaborative initiatives with community partners, and collection enhancements. There also needs to be clarification moving forward as to the books donated by the public to the Foundation and how the Foundation will collect such money that the District is withholding.

#### **Response to Employee Concern**

The Memo alleges that somehow the Foundation is not in compliance with the Agreement because it hired a part-time employee. This is not a valid basis to terminate a longstanding agreement between the parties.

The District has been well aware that the Foundation hired an employee. This is evidenced by several factors. On November 12, 2020, the Foundation provided the District with a report on its activities and initiatives. In this report, Planning and Development Director Danielle Miliam reported to the District that the Foundation had one paid employee, who assisted with online book sales.

There is no legitimate dispute as to the District's awareness of this. Two members of the Foundation's board are appointed by the District and the Executive Director serves in an ex-officio capacity. And the District's Volunteer Manager is the person in charge of setting the employee's schedule. Since the day this employee was hired, the District was privy to this information through the District and Foundation's financial records.

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The Foundation refutes any claims that it has not received approval on the District's trustee appointments. In February 2021, Shannon Bilbray-Axelrod resigned from the Foundation's Board of Trustees and the District proposed Felipe Ortiz to take her place. The District also proposed Kelly Benavidez. Both of whom currently sit on the District's Board of Trustees.



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February 7, 2023  
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## MOVING FORWARD

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The Foundation looks forward to continuing this relationship and assisting the District in generating non-taxed revenues to meet its strategic goals for its library and its non-library programmed activities. If you have any questions or concerns, please contact me at 702-792-7072 or [bmartinez@kcnvlaw.com](mailto:bmartinez@kcnvlaw.com).

Sincerely,

KAEMPFER CROWELL

A handwritten signature in blue ink, appearing to read "Briana E. Martinez".

Briana E. Martinez

**KAEMPFER**

**CROWELL**

ATTORNEYS AT LAW

LAS VEGAS OFFICE

**BRIANA E. MARTINEZ**  
[bmartinez@kcnvlaw.com](mailto:bmartinez@kcnvlaw.com)  
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**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

February 7, 2023

**VIA EMAIL**

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[gmwesq@weltlaw.com](mailto:gmwesq@weltlaw.com)

Kelvin Watson  
Executive Director  
Las Vegas-Clark County Library District  
7060 West Windmill Lane  
Las Vegas, NV 89113  
[watsonk@lvccld.org](mailto:watsonk@lvccld.org)

Nathaniel Waugh  
Vice Chair  
Las Vegas-Clark County Library District  
7060 West Windmill Lane  
Las Vegas, NV 89113  
[waughn@me.com](mailto:waughn@me.com)

Board of Trustees  
Las Vegas-Clark County Library District  
7060 West Windmill Lane  
Las Vegas, NV 89113

**Re: *Response to Memo re: Compliance with Agreement with Las Vegas-Clark County Library District and Bylaws for Las Vegas-Clark County Library District Foundation***

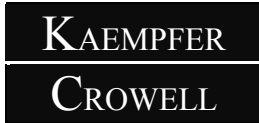
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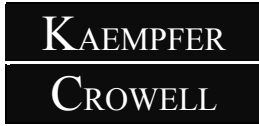
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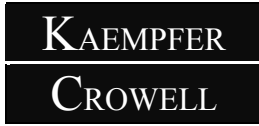
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Sincerely,

KAEMPFER CROWELL

A handwritten signature in blue ink, appearing to read "Briana E. Martinez". The signature is stylized and fluid.

Briana E. Martinez

**From:** elaine [lv6s.com](mailto:lv6s.com) <[elaine@lv6s.com](mailto:elaine@lv6s.com)>  
**Sent:** Friday, February 10, 2023 10:27 AM  
**To:** Nathaniel Waugh <[waughn@me.com](mailto:waughn@me.com)>; [SBilbray@gmail.com](mailto:SBilbray@gmail.com) <[SBilbray@gmail.com](mailto:SBilbray@gmail.com)>; [Keiba.Crear@snwa.com](mailto:Keiba.Crear@snwa.com) <[Keiba.Crear@snwa.com](mailto:Keiba.Crear@snwa.com)>; [fj8014@aol.com](mailto:fj8014@aol.com) <[fj8014@aol.com](mailto:fj8014@aol.com)>; [michael.kalish@gmail.com](mailto:michael.kalish@gmail.com) <[michael.kalish@gmail.com](mailto:michael.kalish@gmail.com)>; [jane.mac@wynnresorts.com](mailto:jane.mac@wynnresorts.com) <[jane.mac@wynnresorts.com](mailto:jane.mac@wynnresorts.com)>; [felipeaortiz@yahoo.com](mailto:felipeaortiz@yahoo.com) <[felipeaortiz@yahoo.com](mailto:felipeaortiz@yahoo.com)>; [nicolepaskvan@icloud.com](mailto:nicolepaskvan@icloud.com) <[nicolepaskvan@icloud.com](mailto:nicolepaskvan@icloud.com)>; [msanders@therogers.foundation](mailto:msanders@therogers.foundation) <[msanders@therogers.foundation](mailto:msanders@therogers.foundation)>; [Tamar.Hoapili@cox.com](mailto:Tamar.Hoapili@cox.com) <[Tamar.Hoapili@cox.com](mailto:Tamar.Hoapili@cox.com)>; [chris@way.email](mailto:chris@way.email) <[chris@way.email](mailto:chris@way.email)>  
**Cc:** Elizabeth Foyt <[elizabethfoyt@cox.net](mailto:elizabethfoyt@cox.net)>; [jenjiron0109@gmail.com](mailto:jenjiron0109@gmail.com) <[jenjiron0109@gmail.com](mailto:jenjiron0109@gmail.com)>; [jose.melendrez@unlv.edu](mailto:jose.melendrez@unlv.edu) <[jose.melendrez@unlv.edu](mailto:jose.melendrez@unlv.edu)>; [skramaker@gmail.com](mailto:skramaker@gmail.com) <[skramaker@gmail.com](mailto:skramaker@gmail.com)>; [keith.rogers@unlv.edu](mailto:keith.rogers@unlv.edu) <[keith.rogers@unlv.edu](mailto:keith.rogers@unlv.edu)>; [KDB@clarkcountynv.gov](mailto:KDB@clarkcountynv.gov) <[KDB@clarkcountynv.gov](mailto:KDB@clarkcountynv.gov)>; [watsonk@lvccld.org](mailto:watsonk@lvccld.org) <[watsonk@lvccld.org](mailto:watsonk@lvccld.org)>; [gmwesq@weltlaw.com](mailto:gmwesq@weltlaw.com) <[gmwesq@weltlaw.com](mailto:gmwesq@weltlaw.com)>; Brian Wilson <[bcc\\_bwilson@lasvegasnevada.gov](mailto:bcc_bwilson@lasvegasnevada.gov)>; Briana Martinez <[BMartinez@kcnvlaw.com](mailto:BMartinez@kcnvlaw.com)>; [katetwhiteley@gmail.com](mailto:katetwhiteley@gmail.com) <[katetwhiteley@gmail.com](mailto:katetwhiteley@gmail.com)>  
**Subject:** Re: LVCCLD Trustee Foundation Workgroup

Dear Vice-Chair Waugh and District Board of Trustees:

In the spirit of cooperation and partnership, the Las Vegas-Clark County Library District Foundation welcomes the establishment of the Foundation working group with the Las Vegas-Clark County Library District. We share one common purpose, which is to support the District and its many critical programs in Southern Nevada. I know each of our board members is honored to serve in our capacity. This committee will create a strong, essential and dynamic structure between the District and Foundation boards to ensure the District's legacy of providing quality programs.

This topic will be discussed at our next board meeting on February 16, and you will be notified once the names are finalized. At the end of the day, what truly matters is that both the Library District and the Foundation continue the great work that we have been able to accomplish in the past 20 years for future generations to come. I think we can all agree there is tremendous value in the many services that both boards work so hard to bring to fruition each year. We want to continue collaborating and find a new framework where the District and the Foundation can explore bolder opportunities together.

Thank you for your email and we will be in contact with you soon. Have a good weekend.

Sincerely,  
Elaine Sanchez

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**From:** Nathaniel Waugh <[waughn@me.com](mailto:waughn@me.com)>  
**Sent:** Friday, February 10, 2023 8:00 AM  
**To:** elaine [lv6s.com](mailto:lv6s.com) <[elaine@lv6s.com](mailto:elaine@lv6s.com)>; [SBilbray@gmail.com](mailto:SBilbray@gmail.com) <[SBilbray@gmail.com](mailto:SBilbray@gmail.com)>; [Keiba.Crear@snwa.com](mailto:Keiba.Crear@snwa.com) <[Keiba.Crear@snwa.com](mailto:Keiba.Crear@snwa.com)>; [fj8014@aol.com](mailto:fj8014@aol.com) <[fj8014@aol.com](mailto:fj8014@aol.com)>; [michael.kalish@gmail.com](mailto:michael.kalish@gmail.com) <[michael.kalish@gmail.com](mailto:michael.kalish@gmail.com)>; [jane.mac@wynnresorts.com](mailto:jane.mac@wynnresorts.com) <[jane.mac@wynnresorts.com](mailto:jane.mac@wynnresorts.com)>; [felipeaortiz@yahoo.com](mailto:felipeaortiz@yahoo.com) <[felipeaortiz@yahoo.com](mailto:felipeaortiz@yahoo.com)>;

[nicolepaskvan@icloud.com](mailto:nicolepaskvan@icloud.com) <[nicolepaskvan@icloud.com](mailto:nicolepaskvan@icloud.com)>; [msanders@therogers.foundation](mailto:msanders@therogers.foundation) <[msanders@therogers.foundation](mailto:msanders@therogers.foundation)>; [Tamar.Hoapili@cox.com](mailto:Tamar.Hoapili@cox.com) <[Tamar.Hoapili@cox.com](mailto:Tamar.Hoapili@cox.com)>; [chris@way.email](mailto:chris@way.email) <[chris@way.email](mailto:chris@way.email)>  
**Cc:** Elizabeth Foyt <[elizabethfoyt@cox.net](mailto:elizabethfoyt@cox.net)>; [jenjiron0109@gmail.com](mailto:jenjiron0109@gmail.com) <[jenjiron0109@gmail.com](mailto:jenjiron0109@gmail.com)>; [jose.melendrez@unlv.edu](mailto:jose.melendrez@unlv.edu) <[jose.melendrez@unlv.edu](mailto:jose.melendrez@unlv.edu)>; [skramaker@gmail.com](mailto:skramaker@gmail.com) <[skramaker@gmail.com](mailto:skramaker@gmail.com)>; [keith.rogers@unlv.edu](mailto:keith.rogers@unlv.edu) <[keith.rogers@unlv.edu](mailto:keith.rogers@unlv.edu)>; [KDB@clarkcountynv.gov](mailto:KDB@clarkcountynv.gov) <[KDB@clarkcountynv.gov](mailto:KDB@clarkcountynv.gov)>; [watsonk@lvccld.org](mailto:watsonk@lvccld.org) <[watsonk@lvccld.org](mailto:watsonk@lvccld.org)>; [gmwesq@weltlaw.com](mailto:gmwesq@weltlaw.com) <[gmwesq@weltlaw.com](mailto:gmwesq@weltlaw.com)>; Brian Wilson <[bcc\\_bwilson@lasvegasnevada.gov](mailto:bcc_bwilson@lasvegasnevada.gov)>; [katetwhiteley@gmail.com](mailto:katetwhiteley@gmail.com) <[katetwhiteley@gmail.com](mailto:katetwhiteley@gmail.com)>

**Subject:** LVCCLD Trustee Foundation Workgroup

President Sanchez, Members of the Foundation Board of Directors:

I wanted to formally let you know the Board of Trustees of the Las Vegas-Clark County Library District has tasked a working group chaired by myself along with Trustees Benavidez, Rogers and Turner Whitely to liaise with a group of Foundation Directors.

Our goal is to develop a collaborative agreement between the Foundation and the District moving forward to continue to support the staff, programming and initiatives that have come to be indispensable to the Southern Nevada community.

As soon as you have named your working group, I am excited to get to work and present our findings to both boards.

Should you have any questions, please let me know.

Have a great weekend!

Nate